

## FOREWORD

This document is the *Faculty Handbook* of the College of Saint Benedict and Saint John's University. It contains information and contractual material for the faculty members of both institutions.

The *Faculty Handbook* is organized into five parts:

- Part I -- Mission, Values, Governance and Bylaws
- Part II -- Contractual Policies and Procedures
- Part III-- Administrative Procedures
- Part IV-- Faculty Procedures
- Part V -- Faculty Governance

Part I contains documents adopted by the College Board of Trustees and/or the University Board of Trustees as well as other administrative documents which relate to the overall mission and governance of the institutions; it is revised by administrative update. Part III is also revised by administrative update and contains administrative procedures which are of importance to faculty members. Procedures which are adopted by the Joint Faculty Assembly and approved by the presidents are incorporated into Part IV. Part V describes the faculty governance structure and is revised by action of the Joint Faculty Assembly and approval by the presidents. These four parts of the *Faculty Handbook* are common to the faculty of the college and of the university, although they contain some sections which may only apply to one of the two institutions. Revisions to these four parts ordinarily become effective as soon as they are adopted and receive presidential approval.

The policies and procedures of Part II are incorporated by reference into the contracts of all faculty members. This part is actually two documents, one for each institution, but they are mostly parallel and so are presented in a single text. Differences between the two documents are indicated by square brackets. Usually, the text in brackets pertains to Saint John's University and, depending on the context either replaces or supplements the immediately preceding text which pertains to the College of Saint Benedict. Otherwise, the text in brackets begins with the phrase "College of Saint Benedict only:" or "Saint John's University only:" to indicate the institution to which it pertains. Amendments to Part II are made by separate action of the College of Saint Benedict and Saint John's University faculty and must be ratified by the respective Boards. These amendments do not become effective until the beginning of the next contract year.

The pagination of the current document has been designed to facilitate updating. Each page has the effective date of that page (starting with August 2003) and the section number. The page number after the section number is from the beginning of the section, so that 2.3-2 at the bottom of the page means page two of Section 2.3. Major subsections usually begin a new page. It is the intention of the Faculty Handbook Committee to keep the latest version of the *Faculty Handbook* on the World Wide Web.

Printed revisions will be distributed at the beginning of each contract year. Pages with a later date supersede those with an earlier date.

No document as complex as the *Faculty Handbook* is ever complete or perfect. The committee hopes that the attached text is as accurate as possible, but there are bound to be errors, both substantive and typographical, and the committee takes responsibility for these. Errors should be reported to the Office of the Provost, where the official version of the *Faculty Handbook* is kept, so that they can be corrected as quickly as possible.

July 2000  
Faculty Handbook Committee

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## **PART I**

### ***Faculty Handbook***

#### **College of Saint Benedict/Saint John's University**

##### **1.0 Mission, Values, Governance and Bylaws**

Part I of the *Faculty Handbook* contains the Coordinate Mission and Values and Vision for the Future, as well as mission statements unique to each undergraduate institution and the School of Theology-Seminary. Mission statements are prepared by the respective Boards of the college and university. An overview of the organization and institutional structure for the college and university is provided, as well as documentation of the history of the governance and bylaws of each institution. The role and responsibilities of academic administrators are also described.

##### **1.1 Mission and Values**

###### **1.1.1 Mission of the College of Saint Benedict**

The mission of the College of Saint Benedict is to provide for women the very best residential liberal arts education in the Catholic university tradition. The college fosters integrated learning, exceptional leadership for change, and wisdom for a lifetime.

The College of Saint Benedict makes these mission commitments to its students:

A unified liberal arts curriculum which expands the traditional knowledge base to include women's experience and promotes teaching methods that facilitate women's learning.

An integrative environment for learning which ensures the quality of women's learning by recognizing the interdependence of women's personal and cognitive development.

An emphasis on the personal growth of women which celebrates women and provides a culture that explicitly values women, allowing the student to see herself as a person of value.

An experience of Benedictine values grounded in a women's monastic community which allows the student to see her gender in active church roles and enhances the student's faith and spiritual life.

The opportunity to observe and practice leadership and service so that women

recognize their ability and have confidence in their power to contribute to their community and to become agents for change.

The capacity to make their place in the world and ensure success in their careers and their lives.

(Approved by Board of Trustees, 1995)

### **1.1.2 Mission of Saint John's University**

**The mission of Saint John's University is to renew the fabric of community from one generation to the next, ever striving for excellence, ever grounded in Benedictine tradition.**

Saint John's University provides education in the liberal arts and graduate theological disciplines within the Catholic university tradition.

Saint John's seeks to preserve the wellsprings of human culture, to deepen understanding of human interdependence, and to prepare students for full, integrated lives of faith and reason, action and love.

Saint John's strives to relate teaching, learning and scholarship to the residential life of the campus, community worship, the practice of the arts, and programs of service.

These activities are animated by the Benedictine practices of community life, prayer, hospitality and the search for wisdom, as well as by Saint John's own historic commitments to the well-being of diverse human communities, the formation of leaders in successive generations, and the ongoing renewal of the Church.

Saint John's pursues this mission on the undergraduate level, where it offers residential liberal arts education in coordination with the College of Saint Benedict, as well as through graduate theological education, long-standing programs of cultural preservation and transmission, and a variety of sponsored programs.

(Approved by OSB Board of Regents, 2000; reaffirmed by Saint John's Board of Trustees, 2012)

#### **1.1.2.1 Mission of the School of Theology-Seminary**

Saint John's School of Theology-Seminary, rooted in the Roman Catholic and Benedictine tradition, educates men and women for ordained and lay ministry in the Church. As a community of faith and hope, we, the faculty, staff, and students of Saint John's School of Theology-Seminary, worship God and celebrate the life, death, and resurrection of our Lord Jesus Christ through the power of the Holy Spirit.

As an academic community relying on the wisdom of the same Holy Spirit, we root  
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ourselves in the Christian tradition, and interpret that legacy in light of the Roman Catholic and Benedictine heritage passed on to us by Saint John's Abbey with its rich theological, liturgical and ecumenical history. We commit ourselves to academic, spiritual, pastoral, and professional formation so we might serve the Church in lay and ordained ministry and thus use our diverse gifts for the transformation of our world. We dedicate ourselves to a lifelong pursuit of wisdom so we might progress in Christian faith and "run on the paths of God's commandments, our hearts expanding with the inexpressible delight of love" (Prologue, RB).

(Approved by OSB Board of Regents, May 3, 2001; reaffirmed by Saint John's Board of Trustees, 2012)

### **1.1.3 Coordinate Mission and Values and Vision for the Future**

#### **1.1.3.1 Coordinate Mission and Values**

**The mission of the College of Saint Benedict and Saint John's University is to provide the very best residential liberal arts education in the Catholic university tradition. They foster integrated learning, exceptional leadership for change, and wisdom for a lifetime.**

On the undergraduate level, the College of Saint Benedict enrolls women and Saint John's University enrolls men. Together the two colleges make these mission commitments to their students:

**A coherent liberal arts curriculum** which focuses on questions important to the human condition, demands clear thinking and communicating, and calls forth new knowledge for the betterment of humankind.

**An integrative environment for learning** which stresses intellectual challenge, open inquiry, collaborative scholarship and artistic creativity.

**An emphasis on the personal growth of women and men** which incorporates new knowledge about the significance of gender into opportunities for leadership and service on each campus and across both campuses.

**An experience of Benedictine values** which fosters attentive listening to the voice of God, awareness of the meaning of one's existence, and the formation of community built on respect for individual persons.

**Cultivation of the habit of promoting the common good** which is formed by knowledge, faith and an openhearted response to the needs of others.

(Approved by CSB Board of Trustees and OSB Board of Regents, December 2000; reaffirmed by Saint John's Board of Trustees, 2012)

### 1.1.3.2 Coordinate Vision for the Future

**The College of Saint Benedict and Saint John's University will strive for excellence in enhancing students' capacities to integrate learning and manifest exceptional leadership within a lifelong search for wisdom.**

The two colleges aspire to excellence in this long-standing residential, liberal arts college mission and will seek national recognition for:

- **Sharpening a distinctive perspective:** The colleges will excel in studying the intersection of global cultures and community sustainability, leavened by the commitments of the Catholic intellectual life.
- **Fostering exceptional learning communities:** The colleges will excel in promoting the integration of professional and personal lives through expanded opportunities for interdisciplinary experiential learning.
- **Promoting personal development:** The colleges will excel, individually and coordinately, in cultivating and reflecting on the social, spiritual and physical development of men and women.
- **Cultivating awareness of vocation:** The colleges will excel in strengthening the individual and communal vocation of all, informed by the Catholic intellectual tradition, Benedictine values, ecumenism and respect for diverse cultures.
- **Deepening the work of justice and peace:** The colleges will excel in fostering understanding of Catholic social teachings and consequent action to improve the well-being of the under-served, enhance overall community life and protect the environment.

(Approved by CSB Board of Trustees and OSB Board of Regents, May 2001; reaffirmed by Saint John's Board of Trustees, 2012)

### 1.1.4 Undergraduate Learning Goals and Objectives

#### ACADEMIC

Student learning at the College of Saint Benedict and Saint John's University is based in the mission statements of each institution and the coordinate mission statement. It is represented by the integrated system of learning goals articulated below.

1. Graduates will be able to analyze the influence of the Catholic and Benedictine traditions on the human condition.

2. Graduates will be able to integrate knowledge from the liberal arts and sciences as they explore the human condition.
3. Graduates will be able to integrate the liberal arts and sciences with the skills, values and depth of knowledge specific to a major field of study in preparation for further professional development.
4. Graduates will be able to apply clear thinking and communication skills to the exploration of fundamental questions of the human condition.
5. Graduates will be able to establish patterns of lifelong learning to seek and integrate knowledge of self and the world.
6. Graduates will be able to provide leadership and service in community to improve the human condition.
7. Graduates will be able to communicate sensitivity to and understanding of gender and cultural differences in order to improve the human condition.

## **STUDENT DEVELOPMENT**

**Coordinate** (**Note:** Number in parenthesis denotes complementary academic learning goal.)

Graduates will be able to understand and practice Benedictine values as a way of life and this will be demonstrated by their ability to:

- Initiate, organize and be responsible for their own ongoing learning. (2)
- Develop the skills necessary to succeed in the world of work. (3)
- Practice inclusive dialogue, problem solving and written and verbal communication skills. (4)
- Integrate physical, emotional, social, spiritual, intellectual and occupational aspects of their development. (5)
- Develop a capacity for shared ethical leadership and become agents of social change. (6)
- Develop the capacity for lifelong service to community. (6)
- Create true partnerships between men and women which are based on equity,

integrity and respect. (7)

- Seek and value diversity in every aspect of their lives. (7)
- Develop the capacity to create global community. (7)
- Develop the capacity to reflect on the nature of one's purpose for existence through the process of spiritual reflection.

### **College of Saint Benedict**

Through living and learning in both separate and coeducational environments, a graduate of the College of Saint Benedict will be able to:

- Know and value herself as a woman.
- Work for equity and justice for herself and others.
- Understand the wholeness of life and her connection to community.
- Take risks and challenge herself to learn, grow and thrive throughout her life.
- Develop healthy behaviors which create emotional and physical well-being.
- Develop confidence and self-esteem.
- Claim and act on her own authority.

### **Saint John's University**

Through living and learning in both separate and coeducational environments, a graduate of Saint John's University will be able to:

- Know and value himself as a man.
- Risk the inner journey of mindfulness, sensitivity and vulnerability.
- Develop confidence, self-esteem, emotional maturity and humility.
- Build community by forming lasting relationships.
- Challenge the prevailing confining/limiting expectations of gender and culture to foster mutuality.



- Work for nonviolence, equity and justice in the home and community.
- Practice healthy lifestyles which foster the achievement of individual potential.

## **1.2 Institutional Structure**

### **1.2.1 The College of Saint Benedict Organization and Institutional Structure**

The College of Saint Benedict was founded in 1913 by the Sisters of the Order of Saint Benedict, Saint Joseph, Minnesota, and operates under a charter granted in 1887. From the time the college was founded until 1961, the college was part of the religious community corporation. In 1961, the college was separately incorporated as a charitable, nonprofit corporation. The Articles of Incorporation provide for the college to be governed by corporate members and a Board of Trustees. No distinct functions were stated for the corporate members, however, since the incorporators chose to have members of the Board of Trustees also serve as the corporate members.

In October 1976, the Articles were amended to provide that the corporate members be distinct from the Board members, with separate functions. The corporate membership consists of the five officers of the religious community corporation, the sponsoring body. The Board of Trustees is composed of not fewer than 21 members, some of whom are members of the Sisters of the Order of Saint Benedict, Saint Joseph, Minnesota. The College of Saint Benedict functions under the bylaws last amended in 2003.

### **1.2.2 Saint John's University Corporate and Institutional Structure**

Saint John's University comprises a College of Arts and Sciences and a School of Theology-Seminary. On March 6, 1857, the Benedictine monks, who had settled in the Territory of Minnesota the previous year, secured from the Territorial Legislature a charter incorporating their small community as the "Order of Saint Benedict" . . . "for scientific, educational and ecclesiastical purposes" and authorizing them "to establish and erect an institution, or seminary, in Stearns County . . . to be known by the name and style of Saint John's Seminary." Though this was its legal title, the school was known from its first years as Saint John's College. On March 5, 1869, Saint John's was authorized to confer academic degrees, and 14 years later, on February 17, 1883, the legal title was changed to Saint John's University. The text of the charter, or Articles of Incorporation, and its amendments are included in the Governance Documents of the university.

The "Order of Saint Benedict, Collegeville, Minnesota," includes the religious superiors and members of Saint John's Abbey as the successors of the original incorporators.

This corporation functions under bylaws last adopted in 2001. Intended for the governance of the religious community, the bylaws of the corporation specifically include the Code of Canon Law (1983) and the Rule of Saint Benedict (sixth century) with its formally approved modifications.

In order to have one corporate entity focused fully on the operations and educational mission of Saint John's University, in 2012 the Order of Saint Benedict transferred the assets for operating the university to a newly formed Saint John's University non-profit corporation. Under the Saint John's University by-laws, the university operates under the guidance and control of the Board of Trustees.

### **1.3 Governance and Bylaws**

#### **1.3.1 The College of Saint Benedict General Governance from Bylaws**

The College of Saint Benedict is an independent, nonprofit corporation sponsored by the Sisters of the Order of Saint Benedict, Saint Joseph, Minnesota. Governance and management of the College of Saint Benedict is delineated in the bylaws as amended in 2003.

While the Board of Trustees retains responsibility for the operational aspects of the college, the corporate members have ultimate responsibility for the authority over certain restricted matters. Specifically, governance decisions of the corporate members are restricted to those which help to ensure that the Catholic purpose and Benedictine identity of the college is preserved. The corporate members are responsible for:

- a. appointing the Board of Trustees and removing any member thereof;
- b. approving any merger, acquisition, or dissolution of the corporation;
- c. amending the Articles of Incorporation and making or amending the bylaws;  
and
- d. approving any major sale or encumbrance of the assets of the corporation.

The Board of Trustees is composed of not fewer than 21 members, some of whom are members of the Sisters of the Order of Saint Benedict, Saint Joseph, Minnesota. Members serve a three-year term and may be reelected to a second and third three-year term for a consecutive tenure of not more than nine years.

The Board of Trustees is the policy-making body of the College of Saint Benedict. Implementation of its policies is the responsibility of the president, whom the Board of Trustees has the responsibility to select. The annual meeting of the Board of Trustees is held in the spring of each year. The work of the Board of Trustees in

preparation for policy decisions is achieved through its committee structure

### **1.3.2 Saint John's University General Governance from University Bylaws**

Saint John's University is an independent Minnesota non-profit corporation operated, as authorized, as an apostolate of Saint John's Abbey, a Benedictine monastery and public juridic person of the Roman Catholic Church. Governance and management of the Saint John's University is delineated in the Bylaws as adopted in 2011.

The Bylaws establish two classes of corporate members of the University: Class A Members consist of five monks of Saint John's Abbey, including the Abbot and the canonical Treasurer. Class B Members consist of the finally professed members of Saint John's Abbey in good standing. Together, the Class A and Class B Members have the authority to appoint five members of the University Board of Trustees. Although authority for the management and direction of the University is vested in the Board of Trustees, the Class A Members retain certain reserved powers over particular matters. In addition to the power to elect Trustees, the Class A Members retain the right to approve the appointment of the President of the University, the sale, lease, or encumbrance of the University's real property, and other matters detailed in Sections 2.05 and 2.06 of the Bylaws. Taken as a whole, these reserved powers give the corporate Members authority to ensure that the Catholic purpose and Benedictine identity of the University is preserved.

The Bylaws establish the Board of Trustees as the governing body of the University. The Board is composed of between 24 and 44 persons, at least five of whom are finally professed members of Saint John's Abbey. The faculty, undergraduate student government, and alumni association each nominate one person for election by the Board of Trustees to serve as a voting member of the Board. Trustees serve three-year terms, except that the Trustees nominated by the faculty and the alumni association serve two-year terms, and the Trustee nominated by the undergraduate student government serves a one-year term. Trustees may not serve more than three consecutive three-year terms. Elections are held at the annual Board meeting in the spring of each year.

The Bylaws provide for a President of the University to serve as its chief executive officer. The President is appointed by the Board of Trustees, with the approval of the Class A Members, and serves a specified term of up to six years.

The Abbot of Saint John's Abbey, in the exercise of his canonical responsibilities as Ordinary of the Abbey, gives canonical approval for pastoral positions, including University Chaplain, Director of Campus Ministry, and Faculty Residents.

### **1.3.3 Faculty Representation to the Board of Trustees of the College of Saint Benedict**

Article III, Section 1 of the College of Saint Benedict Bylaws states:  
The appointed members of the Board of Trustees of the Corporation shall normally consist of not fewer than thirty (30), nor more than forty (40) persons, some of whom shall be members of the Sisters of the Order of Saint Benedict, St. Joseph, Minnesota. The ex-officio members of the Board of Trustees shall be (a) the President of the Sisters of the Order of Saint Benedict, with voting privileges except on those matters addressed by the reserved powers, (b) the President of the College of Saint Benedict, with voting privileges except as provided in Article VII, Section 2, and (c) those persons from time to time occupying the position of or corresponding to the position of chair of the Faculty Assembly with voting privileges except as provided in Article IV, Section 2(e), the student Trustee of the Saint Benedict Senate with voting privileges except as provided in Article IV, Section 2(l), and the President of the Alumnae Council with voting privileges, shall serve as Trustees, during their respective terms. Members of the Sisters of the Order of Saint Benedict, other than the ex-officio Trustees, shall not serve on the Board of Trustees while employed by the College of Saint Benedict.

Article IV, Section 2(e) of the College of Saint Benedict Bylaws identifies the following Board function:

Approve institutional policies bearing on faculty appointment, promotion, tenure, and dismissal.

#### **1.3.4 Faculty Representation to the Board of Trustees of Saint John's University**

Article IV, Section 4, of the Statutes of the University (Governance Documents, Third Edition, 1990, amended 9/20/01) states:

Each of the following shall nominate one (1) person from its respective membership: the faculty (1); the undergraduate student government (1); and the alumni association (1). Following such nominations, these individuals shall be elected by a majority of the Regents present and voting at any regular meeting of the Board, according to procedures set forth in the University Bylaws.

#### **1.3.5 Faculty Representation on Committees of the Boards**

The Boards may invite representatives from among the faculty "to attend meetings of [specific] joint and coordinate committees and to participate in the work of committees as nonvoting representative" (Joint Governance Committee, September 4, 1997, reaffirmed by Saint John's Board of Trustees, 2012). Specific guidelines for participation on committees may be found in the publication "A Handbook: Participation for Faculty/Student Representatives on Joint Board Committees," which

is available from the Office of the Provost.

## **1.4 Faculty Role in Governance**

### **1.4.1 Faculty Role in the Governance of the College of Saint Benedict**

To further its educational mission and goals, the College of St. Benedict is committed to cooperation among the Board of Trustees, the administration, the faculty, the students, St. Benedict's Monastery, and Saint John's University. The broadest possible exchange of information and opinion is necessary for effective planning and implementation of the educational objectives of the College.

Each constituency of the academic community has different initiating and decision-making responsibilities. The primary role of the faculty in governance is the implementation of the educational goals held separately and in common by the College of St. Benedict and Saint John's University. In this capacity the faculty is primarily responsible for curriculum planning, policy, and review, and curricular requirements including but not limited to: admissions and graduation requirements; the core curriculum; additions and deletions of majors, minors, or programs.

Although changes in educational policy may be proposed by any faculty individual or group, the provost, president or Board of Trustees, any major changes require consultation with the faculty prior to final action by the provost, president, or Board of Trustees as is appropriate, unless there is formal agreement to do otherwise. That consultation would take place through any mutually agreed upon procedure which provides a means for the faculty (as a whole or through authorized representatives) to present its judgment in the form of a recommendation, vote or other expression sufficiently explicit to record the position or positions taken by the faculty.

The faculty is also responsible for the setting and maintaining of faculty standards, including, but not limited to, recommendations regarding tenure, promotion, sabbaticals, and the use of faculty development funds.

Finally, the faculty in collaboration with the Provost is responsible for recommendations regarding the procedures used to determine salary increases and the creation and implementation of salary schedules. The faculty, through its representatives on the Joint Benefits Committee, consults with other employee groups in order to formulate recommendations regarding working conditions and joint employee benefits.

The faculty participates in institutional governance through the Joint Faculty Assembly, and through its representatives on standing committees or *ad hoc* committees of the Joint Faculty Assembly. Faculty members have additional responsibilities to exchange information with and serve as consultants to constituencies of the College. These responsibilities may be fulfilled by participation in committees of the Board of

Trustees or the Administration, divisional and/or departmental governance, or *ad hoc* committees.

The faculty is subject to the reserve power of control by the Board of Trustees in their initiation, review and recommendation of requirements for admission, the curriculum requirements for graduation, the nature and number of degrees to be conferred, and regulations for the conduct of the educational work of the University. In particular, no exercise of the powers herein conferred on the faculty that, in the judgment of the President of the College, involves a major issue in the educational policy of the College shall take effect without the concurrence of the President of the College and the approval of the Board of Trustees. The power of review or final decision in these areas is lodged in the Board of Trustees or delegated by it to the President. Only in exceptional circumstances, however, is non-concurrence exercised, and the reasons for the action are communicated to the faculty by the President.

#### **1.4.2 Faculty Role in the Governance of Saint John's University**

To further its educational mission and goals, Saint John's University is committed to cooperation among the Board of Trustees, the administration, the faculty, the students, the monastic community of Saint John's Abbey, and the College of Saint Benedict. The broadest possible exchange of information and opinion is necessary for effective planning and implementation of the University's educational objectives.

Each constituency of the academic community has different initiating and decision-making responsibilities. The primary role of the faculty in governance is the implementation of the educational goals held separately and in common by Saint John's University and the College of Saint Benedict. In this capacity the faculty is primarily responsible for curriculum planning, policy, and review, and curricular requirements including but not limited to: admissions and graduation requirements; the core curriculum; additions and deletions of majors, minors, or programs.

Although changes in educational policy may be proposed by any faculty individual or group, the provost, President or Board of Trustees, any major changes require consultation with the faculty prior to final action by the provost, president, or Board of Trustees as is appropriate, unless there is formal agreement to do otherwise. That consultation would take place through any mutually agreed upon procedure which provides a means for the faculty (as a whole or through authorized representatives) to present its judgment in the form of a recommendation, vote or other expression sufficiently explicit to record the position or positions taken by the faculty.

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The faculty is subject to the reserve power of control by the Board of Trustees in their initiation, review and recommendation of requirements for admission, the curriculum requirements for graduation, the nature and number of degrees to be conferred, and regulations for the conduct of the educational work of the University. In particular, no exercise of the powers herein conferred on the faculty that, in the judgment of the President of the University, involves a major issue in the educational policy of the University shall take effect without the concurrence of the President of the University and the approval of the Board of Trustees. The power of review or final decision in these areas is lodged in the Board of Trustees or delegated by it to the President. Only in exceptional circumstances, however, is non-concurrence exercised, and the reasons for the action are communicated to the faculty by the President.

## **1.5 Administration**

The administration comprises all persons who have responsibilities for matters of college/university operations apart from instruction of students. The internal organization and reporting structure of administrators and administrative staff are detailed in the appendix to Part I (available from the Human Resources Office). The *Faculty Handbook* includes a brief description of the authority and responsibilities of those administrators who have responsibilities to the academic program.

### **1.5.1 The Presidents**

The president of the College of Saint Benedict is the chief executive officer of the college and reports directly to the Board of Trustees on all matters of college operation. The president of Saint John's University is the chief executive officer of the university and reports directly to the Board of Trustees on all matters of university operation.

The presidents work together to strengthen the coordinate relationship between the college/university while preserving the separate identity of each institution.

### **1.5.2 The Provost**

The provost is the chief academic officer and is accountable to both presidents for oversight of all academic and academically related programs and services in the coordinate curriculum of the college/university. The provost empowers deans, department chairs and other academic administrators to fulfill their responsibilities effectively and efficiently by hiring and retaining a faculty capable of sustaining the coordinate curriculum. The provost also directs the coordinate academic planning process and oversees administration on all academic budgets and the use of academic facilities.

### **1.5.3 The Vice Provost**

The vice provost reports to the provost and represents Academic Affairs in work with the other divisions of the University. The vice provost is responsibilities include oversight of faculty hiring, matters of rank and tenure, and campus planning.

### **1.5.4 The Academic Dean**

The academic dean reports to the provost and serves as the key administrator engaged in curricular matters and works with departments and programs on assessment of student learning initiatives. The academic dean's responsibilities for scheduling, evaluation and matters of student and faculty interpretation of educational policies are included in his/her oversight. The academic dean is the final authority on student academic issues. The academic dean is accountable to the provost for the orderly administration of academic programs.

### **1.5.5 The Dean of the School of Theology**

The dean of the School of Theology is the chief administrative officer of the School of Theology, and reports to the provost. The dean holds a faculty appointment at Saint John's University, and is a member of the president's staff and coordinate cabinet. The dean of the School of Theology, in conjunction with the rector, is responsible for informing and seeking advice of the chancellor, the ordinary of the diocese of Saint Cloud and the School of Theology Board of Overseers concerning the professional and religious functions of the school as they may be guided by canonical norms.

### **1.5.6 Department Chairs**

The chair of a department of instruction represents the faculty of that department and has administrative responsibilities within that department. As an administrator, the



chair is responsible for the proper functioning of the department; governance, faculty, students and facilities.

Department chairs are tenured/tenure-track faculty members. They report to the academic dean.

## PART II

### *Faculty Handbook*

#### College of Saint Benedict/Saint John's University

#### **2.0 Contractual Policies and Procedures**

This section (Part II of the *Faculty Handbook*, including Sections 2.0 through 2.16 and all appendices to Part II) contains the approved policies and procedures of the College of Saint Benedict (the college) [Saint John's University (the university)] concerning the terms and conditions of employment of the faculty of the college [university]. Part II is incorporated into the individual contract of employment of each faculty member. Where the terms and provisions of an individual contract of a faculty member are inconsistent with the general policies contained herein, the provisions of the individual contract shall supersede. Otherwise, the provisions of Part II of the *Faculty Handbook* are legally binding on all parties for the specific period covered by a contract and will not be changed during that period.

Revisions of Part II of the *Faculty Handbook* can occur only in accord with the procedures of Section 2.16. The provost is charged with keeping on file the official copy of the *Faculty Handbook*, including all revisions.

Should there be any misapplication or misinterpretation or violation of the specific provisions of this section by a chair, program director, dean, or other officer of the college [university], the faculty member involved in such a situation may informally refer

such actions to the Faculty Handbook Committee or file a grievance under procedures found in Sections 2.15 and 4.1.

#### **2.0.1 Nondiscrimination**

It is the policy of the college [university], as articulated in the "Joint Human Rights Policy" (see appendix to Part II), not to discriminate unlawfully against any employee or applicant for employment because of race, color, age, sexual orientation, marital status, sex, national origin, ancestry, religion, veteran's status, or physical impairment. The college [university] does, however, have a policy on preferential hiring and retention, as described in Section 2.3.3.

The policy of nondiscrimination includes, but is not limited to:

- a. recruitment and employment of applicants who possess the necessary qualifications and/or experience for appointment to the faculty;

- b. renewal of faculty contract, tenure, promotion, and separation from the college [university];
- c. sabbatical leave or other leave with or without pay; faculty development programs, grants, awards sponsored by the college [university];
- d. establishment of salary, benefits, workload, and other rights belonging to a faculty member.

Moreover, it is the policy of the college [university] that no employee shall discriminate against another employee on any of these grounds.

## **2.1 Faculty Rank**

The faculty comprises all persons having contractual appointment for the instruction of students at the college [university]. It consists of two distinct groups: tenured or tenure-track faculty and term-appointment faculty. Faculty holding tenure-track (probationary) and tenured (continuous) contracts are subject to review as specified in 2.5 Faculty holding term appointments (non-tenure-track) receive term contracts (for a specified term, usually one academic year), and have more limited rights and responsibilities, as defined here (Sections 2.1.3 and 2.1.4) and concerning evaluation (Section 2.5) and separation (Section 2.13).

### **2.1.1 Definitions**

It will be helpful to note the meaning of some phrases used throughout the following sections on specific ranks:

- a. The phrase "professional equivalent" is intended to allow for the occasional possibility of a "nontraditional" appointment, namely that prominent persons without the appropriate terminal academic degrees in their discipline may nonetheless possess experience and professional recognition (e.g., in the creative arts, business, the medical community) that may in the judgment of the college [university] substitute for the usual academic degree. Such a possible substitution affords the flexible consideration of exceptional candidates without reducing appropriate standards for appointment.
- b. "A graduate institution of recognized standing" means an institution accredited by one of the six regional accrediting associations in the United States (e.g., North Central) or, for faculty members educated in other nations, a recognized university of international standing.
- c. "An appropriate terminal degree" means a graduate degree from an institution

of recognized standing, other than the earned doctorate, that is judged appropriate by college [university] policy for the faculty position to which an individual is appointed. The provost, in consultation with the vice provost, the academic dean and the department chair [and/or the dean of the School of Theology], makes the final decision concerning the appropriate terminal degrees for faculty positions.

- d. The phrase "or its equivalent for reduced-load faculty" means that a requisite number of years of service (e.g., six years prior to tenure review) can be fulfilled over a longer period by a reduced-load faculty member (see Section 2.1.1.2) based on the arithmetic total of the various fractions of full-time service stipulated in that faculty member's contracts over that period.
- e. Tenure and probation are defined in Sections 2.6.1 and 2.6.2.

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**Workload**

### **Tenured/Tenure-track Faculty:**

A tenured/tenure-track faculty member is a full-time (greater than 3/6) or part-time (up to 3/6) employee of the college [university] who has been appointed to one of the four academic ranks: instructor, assistant professor, associate professor, or professor. Members of the tenured/tenure-track faculty receive continuous contracts (if tenured) or probationary contracts (if on tenure-track). See Section 2.6 for an explanation of tenure, probation, and the tenure-review process.

#### **2.1.1.1 Full-time Tenured/Tenure-track Faculty**

A full-time faculty member:

- a. has full-time teaching duties or has teaching and other duties (e.g., chairing a department, counseling, research) equivalent to a full-time teaching load (see Section 2.10.3);
- b. fulfills the other duties and responsibilities of a faculty member (see Section 2.10.3); and
- c. holds academic rank as described in Section 2.1.2

#### **2.1.1.2 Reduced-load Tenured/Tenure-track Faculty**

Reduced-load faculty are those who are tenured/tenure-track, as defined in Section 2.1.1, and who hold an appointment which is less than full time but ordinarily half time or more. They may be employed on probationary or continuous contracts. Such

reduced- load faculty have *pro rata* contractual rights to promotion, tenure, and sabbatical leave as provided in the *Faculty Handbook*. They are full voting members of the Faculty Assembly and have, on a reduced-load basis, responsibilities for advising, service on committees, and all other responsibilities of full-time faculty members as detailed in the *Faculty Handbook*.

### **2.1.3 Tenured/Tenure-track Faculty: Criteria for Appointment**

At the time of initial appointment of a full-time or reduced-load faculty member, the provost, in consultation with the vice provost, the academic dean [the dean of the School of Theology] and the department chair, makes a judgment about rank for the initial contract using the criteria described below. Thereafter, changes in rank occur as described in Section 2.7. See Section 2.1.0 for the definitions of phrases used below.

#### **2.1.3.1 Instructor**

Criteria for rank of instructor shall be:

- a. possession of a master's degree from a graduate institution of recognized standing, or its professional equivalent;
- b. either proven or presumptive potential to obtain an appropriate earned doctoral degree or appropriate terminal degree; and
- c. either proven or presumptive potential to fulfill the duties and responsibilities of a faculty member.

This rank is not a permanent rank for full-time faculty.

#### **2.1.3.2 Assistant Professor**

Criteria for the rank of assistant professor shall be:

- a. possession of an appropriate earned doctorate or appropriate terminal degree from a graduate institution of recognized standing, or its professional equivalent;
- b. evidence of or presumptive potential for teaching effectiveness;
- c. evidence of or presumptive potential for scholarship in appropriate fields; and
- d. evidence of or presumptive potential to fulfill the other duties and

responsibilities of a faculty member.  
This rank may be a permanent rank.

### **2.1.3.3 Associate Professor**

Criteria for the rank of associate professor shall be:

- a. possession of an appropriate earned doctorate or appropriate terminal degree from a graduate institution of recognized standing, or its professional equivalent;
- b. a minimum of six years (or its equivalent for reduced-load faculty) of ranked full-time teaching in a regionally accredited college or university;
- c. evidence of sustained, noteworthy teaching effectiveness; and
- d. evidence of noteworthy research, scholarship, creative or professional activities and/or service.

Ordinarily, promotion to the rank of associate professor is applied for and granted during the sixth year of service, as a part of review for and granting of tenure.  
This rank may be a permanent rank.

### **2.1.3.4 Professor**

Criteria for the appointment to the rank of professor shall be:

- a. possession of an appropriate earned doctorate or appropriate terminal degree from a graduate institution of recognized standing or its professional equivalent;
- b. minimum of 12 years of full-time ranked teaching in a regionally accredited college or university (or its equivalent), or a minimum of six years of full-time teaching at the rank of associate professor at the college [university];
- c. evidence of strong performance at the level of associate professor of all faculty duties and responsibilities described in Section 2.5; and
- d. evidence of excellence in teaching and in either scholarship/creative work or in service to the university.

This rank may be a permanent rank.

### **2.1.4 Term-appointment Faculty: Workload**

Faculty members who hold term appointments (see Section 2.2.1.1 for a description of term contracts) may serve either part time or full time.

#### **2.1.4.1 Part-time, Per-course Faculty**

Part-time, per-course faculty teach less than full time and

- a. usually have duties entailing only teaching and consultation with students as described in Section 2.10.3.2 (a, b, c, and h);
- b. meet or exceed the criteria of the appropriate academic title defined in Section 2.1.4 below;
- c. always receive a term contract (see Section 2.2.1.1);
- d. receive fringe benefits only if their contract is for greater than three-sixths time; and
- e. do not accumulate time toward tenure, promotion, or sabbatical leave.

Part-time, per-course faculty are expected to be available outside of class at least one-and-a-half hours per week for each course taught to consult with students regarding their course work.

#### **2.1.4.2 Full-time Term-appointment Faculty**

Although full-time faculty members are ordinarily either tenured or on tenure-track, special full-time appointments unrelated to tenure are sometimes appropriate for limited periods. See Section 2.2.1.1 for policies governing term contracts. Such faculty members

- a. usually have duties and responsibilities similar to those of the tenured/tenure-track faculty;
- b. meet or exceed the criteria of the appropriate academic title defined in Section 2.1.4 below;
- c. always receive a term contract (see Section 2.2.1.1);
- d. receive fringe benefits; and
- e. do not accumulate time toward tenure, promotion, or sabbatical leave.

#### **2.1.5 Term-appointment Faculty: Criteria for Appointment**

Term-appointment faculty have the same academic freedom and responsibilities in the management of courses as tenured/tenure-track faculty. Although they are formally appointed by the president at the recommendation of the provost, arrangements for term-appointment faculty are ordinarily worked out between the chair and the vice provost, and academic dean [and/or the dean of the School of Theology].

Term-appointment faculty do not accumulate time toward tenure, promotion, or sabbatical. Should a faculty member with a term appointment subsequently receive a probationary appointment, the length of the probationary period prior to tenure review is determined in accord with Section 2.3.6, "Initial Rank and Length of the Probationary Period."

#### **2.1.5.1 Instructor**

Instructors are hired on a greater than 3/6 term contract. An instructor should have at least a master's degree in the appropriate field, or its professional equivalent.

#### **2.1.5.4 Visiting Professor by Rank**

The title visiting professor is assigned to an individual with a terminal degree, hired for more than 3/6, on a term contract basis, at the appropriate rank (visiting assistant, visiting associate, or visiting full professor).

#### **2.1.5.5 Adjunct Professor by Rank**

A faculty member who holds a term appointment on a part-time basis (3/6 or less) will receive a contract as adjunct instructor, adjunct assistant professor, adjunct associate professor, or adjunct professor, depending on qualifications.

#### **2.1.5.6 Post-Doctoral Fellow**

This title is assigned to individuals who receive a fellowship which may include teaching and time allocated for research on a term-contract basis.

#### **2.1.5.7 Artist or Writer or Scholar in Residence**

This title is assigned to individuals who have demonstrated outstanding ability in performance in the creative arts (art, music, poetry, writing, and theater) or in scholarship and who are appointed to teach and/or pursue other duties at the college [university], ordinarily for a limited period of time on a term contract on either a part-time, per-course or full-time basis.



### **2.1.6 Special Rank Faculty**

Such an appointment is made only after the president has consulted with the provost, the vice provost, the academic dean [the dean of the School of Theology], and the department chair and has issued a recommendation to the college's [university's] Board of Trustees. Special rank appointments carry with them no contractual workload obligations. (See Section 2.12.3 for status and privileges of retired faculty members.)

#### **2.1.6.1 Trustees Professor**

An appointment as Trustees professor recognizes a current faculty member extraordinarily distinguished in arts, education, or the professions. The special rank of Trustees professor is an honorary title and does not affect compensation arrangements. A Trustees professor might hold only this special rank and receive a part-time, per-course contract. A tenured full-time member of the faculty may be appointed as Trustees professor without giving up any rights associated with his or her current rank, ordinarily that of professor.

#### **2.1.6.2 Professor Emerita/us**

This rank may be assigned to associate professors or professors who have limited or terminated their responsibilities as a faculty member for valid reasons (e.g., retirement, illness) after 15 or more years of distinguished and meritorious service to the college [university].

The title professor emerita/us is an honorary one and does not affect salary or fringe benefits that might be involved in any part-time, per-course contract between the individual and the college [university]. Appointees will have their names recorded at this rank in the catalog during the remainder of their lifetimes.

#### **2.1.6.3 Professor Alumna/us**

The honorary title of professor alumna/us may be assigned to a faculty member with 15 or more years of service at the college who is not given the title professor emerita/us and who voluntarily leaves employment with the college. Appointees will have their names recorded at this rank in the catalog during the remainder of their lifetimes.

### **2.1.7 Administrators with Faculty Status**

Administrative officers (e.g., dean, provost, or president) do not receive faculty contracts but may hold faculty rank while they are in administrative positions. Those who teach while in administration at the college [university] have the same academic freedom and responsibilities in the management of courses as full-time

tenured/tenure-track faculty. Administrative officers who hold tenured faculty rank have the right to retain tenure and rank following the completion of their administrative contract. Time in administrative positions ordinarily does not count toward promotion, tenure, or sabbatical leave, except in the case of a tenured/tenure-track faculty member who serves as an academic administrator for the full academic year and who also teaches one quarter time or more during that academic year.

## **2.2 Faculty Contracts**

All faculty contracts include the policies and procedures governing faculty employment as described in Part II (Section 2.0 and subsections: "Contractual Policies and Procedures").

### **2.2.1 Types of Contracts**

#### **2.2.1.1 Term Contracts**

Term contracts are limited to the term of employment stated in the contract and carry no presumption of renewal. Term contracts do not lead to tenure. Should a faculty member with a term appointment subsequently receive a probationary appointment, the length of the probationary period prior to tenure review is determined in accord with Section 2.3.6, "Initial Rank and Length of the Probationary Period."

Compensation and responsibilities are ordinarily worked out and agreed upon in writing between the appointee and the vice provost, [and/or the dean of the School of Theology], in consultation with the department chair. See Sections 2.1.3 and 2.1.4 for a further description of term appointments.

Although a part-time, term-contract appointment might be appropriate for many years in succession, full-time faculty members are ordinarily either tenured (receiving a continuous contract; see Section 2.2.1.3 below) or on tenure-track (receiving a probationary contract; see Section 2.2.1.2 below). Full-time term contracts are routinely limited to no longer than three years.

In special circumstances (for example, for summer teaching), tenured/tenure-track faculty of the college [university] may receive term contracts in addition to their regular contracts.

Full-time, term-contract faculty will receive annual departmental reviews.

#### **2.2.1.2 Probationary Contracts**

Probationary contracts are given to tenure-track faculty members (see Section 2.1.1), and are renewable annually. (See Section 2.6.1 for the definition of probationary status.) Any decision by the college [university] not to reappoint a probationary faculty

member must follow the procedures described in Section 2.13.3, "Non-reappointment of Probationary Faculty."

### **2.2.1.3 Continuous Contracts**

Continuous contracts are given to faculty members who have been granted tenure. (See Section 2.6, "Tenure Policy and Procedures.") Continuous contracts are subject to the terms and conditions of employment that exist at the time of issuance of annual contracts (see Section 2.2.4) by the college [university] as described in Section 2.0. A faculty member with a continuous contract is entitled to annual contract renewal unless either the faculty member or the college [university] has terminated the contract in accord with the procedures of Section 2.13, "Separation."

### **2.2.2 Locus of Appointment**

All faculty appointments by probationary or continuous contract have as their locus of appointment their academic department [and/or the School of Theology], as stated in their contract. Faculty members teaching in the core curriculum or other interdisciplinary programs shall have their locus of appointment in one of the academic departments.

### **2.2.3 The Contract Year**

Ordinarily, the contract year for faculty members begins with the first day of the fall faculty workshop and ends with spring commencement and submission of final grades.

### **2.2.4 Issuance and Return of Contracts**

Except for initial appointments or after third-year review (see Section 2.13.3.1) or in situations of financial emergency (see Section 2.13.5) or by mutual agreement of the Assembly and the president, all probationary and continuous contract offers for the subsequent academic year must be issued by the college [university] on or before April 1 and be signed and returned on or before April 15, or the first working day thereafter. If a contract offer is not accepted by April 15 (or by 15 days after the date of issuance of contracts, if that occurs after April 1) and if special arrangements have not been made with the provost by that date, the offer automatically expires.

These same policies ordinarily apply to the renewal of term contracts. When it is not possible to determine by March 1 whether the term position will be continued for the following year, the provost notifies the faculty member in writing of the date by which a decision will be made. The provost then either notifies the faculty member of non-renewal in writing or issues the new contract by the date specified in the previous letter.

## **2.2.5 Special Note on Members from Religious Orders**

The provisions of the *Faculty Handbook* apply equally to faculty members who are members of Saint Benedict's Monastery, Saint John's Abbey, or other religious orders, even though such faculty members are technically agents of their order rather than employees of the college [university].

## **2.3 Recruitment and Appointment**

The quality of initial appointments is vital to the quality of teaching and scholarship to which the college [university] is committed. The following statements of policy for recruitment to the faculty are intended to aid department chairs, the provost, the vice provost, the academic dean and others who are involved in making initial appointments.

All new members of the faculty shall receive a copy of the *Faculty Handbook* by the time of their initial contract offer. Part II of the *Faculty Handbook* exists as an integrated part of every contract, with the remaining parts helping to delineate many of the terms and conditions of faculty employment. New faculty members will be subject to all amendments to the *Faculty Handbook*, even those enacted subsequent to their signing a contract (see Section 2.16.6.c.).

### **2.3.1 Authority to Hire**

Sole authority to hire and retain faculty members is vested in the president. This authority is customarily exercised through the provost and the vice provost, by procedures established to assure adequate consultation with the faculty and full compliance with human rights norms.

### **2.3.2 Nondiscrimination**

Hiring will occur in accord with the standards for nondiscrimination described in Section 2.0.1.

### **2.3.3 Preferential Hiring and Retention**

In [compliance with the University's bylaws and in] order to maintain the Benedictine character of the college [university], preference in hiring and retention is given to qualified applicants who are members of Saint Benedict's Monastery [Saint John's Abbey]. Procedures for such preferential hiring are found in Section 3.1; procedures for layoff, including preferential consideration of Benedictines, are found in Section 2.13.5.

The college [university] also reserves the right to recruit and hire internally without outside searches under special circumstances and in compliance with state and federal nondiscrimination laws. (See also Section 2.0.1, "Nondiscrimination.") The college [university] also recognizes the obligation to maintain its Catholic and ecumenical character and reserves the right to the extent permitted by law to strengthen that character in its hiring decisions.

### **2.3.4 Procedures for Recruitment**

The recruitment of faculty members is the responsibility of the provost, vice provost, and academic dean in consultation with the department chairs. Procedures for recruitment are found in Section 3.2.

### **2.3.5 Campus-specific Employment**

Although faculty members work in departments jointly sponsored by the College of Saint Benedict and Saint John's University, unless otherwise indicated in their contract, they are employees of only one institution and do not acquire the rights or privileges of employees of the other.

### **2.3.6 Initial Rank and Length of the Probationary Period**

Initial rank and length of the probationary period shall be determined at the time of hiring in accord with Section 2.1. Provisions concerning tenure and the length of the probationary period in light of previous experience will be determined by the provost in accord with Sections 2.6.1 and 2.6.3. Even persons tenured elsewhere ordinarily receive probationary contracts at the time of initial appointment at the college [university]. In rare cases, tenure may be granted immediately by the college's [university's] Executive Committee of the Board of Trustees after recommendation of the Rank and Tenure Committee, the provost, and the president.

Any agreement shortening the usual length of the probationary period (see Section 2.6.3, "Eligibility to Apply for Tenure") or specifying the terminal degree required for tenure (see Section 2.1.0.c, "An appropriate terminal degree") ordinarily will be stipulated in a letter of appointment, accompanying the initial contract offer, from the vice provost with a copy to the academic dean, and department chair [and/or the dean of the School of Theology].

### **2.3.7 Summer-session Faculty [for the Saint John's University Handbook only]**

Summer-session faculty are selected by the dean of the School of Theology in accordance with the needs of the university. Summer-session faculty are offered term contracts for the teaching of specific courses. See Section 2.1.3.1 for a description of

part-time, per-course faculty.

When a regular member of the School of Theology faculty has accrued less than full-time service toward eligibility for tenure (see 2.6.2), sabbatical (see 2.9.2), or promotion (see 2.7) (e.g., due to monastic responsibilities), the university shall count regular graduate courses taught during the summer term toward eligibility. Teaching during the summer term may not be counted to shorten the usual eligibility periods.

## **2.4 Employment Records**

The college [university] maintains employment records for each faculty member as required for the implementation of college [university] policies concerning faculty members. Such records are maintained with appropriate safeguards to ensure security and confidentiality.

### **2.4.1 Availability of Employment Records**

The records concerning a faculty member are available on a need-to-know basis to the president, the provost, the vice provost, the academic dean, the college [university] counsel, and the Human Resources director. The faculty member, or someone authorized in writing by the faculty member, may have access to the non-confidential portions of such records. The faculty member may, for the cost of duplication, request that copies of any non-confidential materials in the file be provided by the college [university].

### **2.4.2 Mandated Release of Employment Records**

Information in the file will be released pursuant to subpoena or in other circumstances where the college [university] is required by law to release the information. The faculty member will be informed by the college [university] about any such release of information.

## **2.5 Faculty Evaluation: Policy, Criteria, and Evidence**

Faculty members are evaluated throughout their careers at the college [university]. They have the right to regular evaluation to identify their areas of excellence and to target areas where improvement is appropriate. Judgments concerning the quality of each faculty member's performance are necessary to make college [university] decisions with respect to the renewal of term appointments, the continuation of probationary appointments, as well as the granting of tenure, promotions, and sabbaticals. Although the criteria for evaluation address different aspects of professional life, faculty members are expected to meet these criteria within an integrated professional identity in which the values of teacher and learner are interwoven into ongoing career development.

### **2.5.1.1 Evaluations**

Formal evaluations of tenured/tenure-track faculty are carried out by the Rank and Tenure Committee during the third year of full-time appointment, during the sixth year (resulting in a decision on the granting of tenure), and before promotion in rank. Procedures for these evaluations are described in Sections 2.6, "Tenure," and 2.7, "Promotion." Periodic review of tenured faculty occurs in accord with Section 2.8, "Post-tenure Review." Although tenured faculty are not formally evaluated annually, they should periodically consult with the department chair [and/or the dean of the School of Theology] concerning their programs of professional development. (See Section 2.9.1, "Planning for Professional Development.")

Department chairs [and the dean of the School of Theology] are expected to arrange annual evaluations of probationary members of their department in a detailed manner. The chair sends a letter of evaluation to the academic dean, with a copy to the candidate. The vice provost and academic dean may participate in this evaluation if appropriate and is responsible for ensuring that department chairs complete these reviews annually. The chair [and/or the dean of the School of Theology] is also responsible for a less formal annual evaluation of term-appointment faculty.

If desired, untenured faculty may seek out (for example, with the help of the department chair or the Learning Enhancement Service) the participation of a non-departmental senior faculty member or outside consultant to be part of a formative evaluation process. This person would not later be part of any summative evaluation of the candidate unless the candidate requested his or her participation.

In order to gather student reaction and recommendations for improvement, faculty members must - at the frequency specified in Section 4.3 - conduct student course surveys at the end of their courses. Such student course surveys are the property of each faculty member as described in Section 4.3, but they must be submitted to the Rank and Tenure Committee at times of evaluation.

### **2.5.1.2 Departmental Guidelines for Evaluations**

The Rank and Tenure Committee must apply the evaluation criteria below to candidates from diverse departments. Consequently, departments shall develop, and periodically review departmental guidelines for evaluation that interpret from the perspective of a particular discipline the criteria and forms of evidence described below. Departmental guidelines shall be developed in consultation with the vice provost and academic dean [or the Dean of the School of Theology] and shall be placed on file in the Office of Academic Affairs for advisory use by faculty evaluation committees. The guidelines shall also be communicated to new faculty members at the time of hiring and inform departmental discussions of candidates for third year review, tenure, and promotion. Faculty members shall consult these guidelines when drawing up their professional development plans. These departmental guidelines supplement but do

not supersede the criteria and forms of evidence stipulated in Section 2.5 below.

### **2.5.1 Teaching Effectiveness**

Excellence in teaching is the most important goal of a faculty member at the college [university]. In all applications for third-year review, tenure, and promotion, teaching effectiveness should be addressed as the most important basis for seeking a positive review of the application.

Candidates must present evidence of effective teaching from any classes that they have taught, including department courses, department courses with core designation, core courses, outside their department, and other courses outside their department. Although most teaching occurs in the context of a course, important teaching also occurs in moderating individual learning projects, honors theses, internships and in mentoring and/or apprenticeships. Consequently, a candidate may wish to include evidence related to these forms of teaching if appropriate.

The attributes and qualifications which should be considered and documented in assessing teaching effectiveness include, but are not necessarily limited to, the following:

- a. command of one's field and its ongoing development as related to curricular needs;
- b. ability to identify course-appropriate student learning goals;
- c. integration of effective pedagogies and course materials to promote student learning;
- d. frequent use of student feedback to improve goals, pedagogies, and materials;
- e. integration of college [university] and departmental goals and values into course goals and methods, as appropriate;
- f. ability to help students relate one's discipline to other areas of knowledge and to the liberal arts tradition;
- g. skill in communicating with students;
- h. ability to provoke and broaden student interest in subject matter;
- i. redesign of existing courses and development of new courses appropriate to the mission and goals of the college [university] and department; and
- j. ongoing pattern of effort to improve teaching effectiveness;



A faculty member demonstrates effectiveness by assembling and presenting a teaching portfolio. The portfolio requires the two types of evidence below:

- a. reflective statement describing personal teaching philosophy, strategies, and objectives, as well as progress toward one's professional goals; and
- b. the student course surveys, together with the candidate's summaries and analysis of those surveys, and a description of any changes in one's courses as a response to student reaction.

Other evidence in the teaching portfolio may include the following:

- c. evaluation by department chair, [and/or the dean of the School of Theology,] and/or appropriate program directors;
- d. evaluative statements from departmental/program colleagues;
- e. review of course syllabi, course materials, and exams by peers inside or outside the two institutions;
- f. continuing education in one's field or areas related to one's teaching responsibilities; and
- g. participation in seminars, special courses, or workshops, whether sponsored by the college [university] or other organizations, on the development of teaching and learning skills.

### **2.5.2 Scholarship and Creative Work**

The essential and constant element across disciplines and among the four criteria identified below is public accessibility for critique by one's professional peers. Creative work requires public presentation and availability to critique by professional peers. Scholarship must be presented publically (whether orally or in print) where professional peers regularly engage each other's work.

Consequently, some evidence of scholarly engagement (e.g., attendance at professional meetings, scholarly writing not yet presented or published, the presentation of one's scholarship to civic or church groups, or professional consultation services not subject to outside review by professional peers) or of creative effort (e.g., a concert prepared for but not yet publicly performed, an art work created but not yet exhibited) demonstrates only the commendable first steps toward scholarship and creative work as described below. Such activities require the faculty

member's scholarly knowledge and/or creative ability and are professionally stimulating in important ways. In and of themselves, however, these activities are at best preliminary evidence for scholarship and creative work in academe.

Scholarly and creative work includes the following:

- a. contribution to the advancement of knowledge and creativity related to one's disciplinary area(s);
- b. integration and interpretation of disciplinary knowledge across fields of scholarship;
- c. application of scholarly or artistic learning in actual settings to issues related to the human condition; and
- d. innovative transformation of scholarly or artistic ways of knowing into student learning.

Demonstration of scholarly excellence may include, but is not necessarily limited to, the following evidence:

- a. publications subject to peer review;
- b. slides, recordings, or portfolios of artistic works or performance;
- c. other relevant publications;
- d. presentations of scholarly and/or creative work at professional meetings;
- e. on-campus presentations of scholarship and/or creative work;
- f. evaluation by department chair, program director [and/or the dean of the School of Theology];
- g. evaluative statements by professional peers; and
- h. award of grants, patents, prizes, or commendations.

### **2.5.2.1 Scholarship in the School of Theology**

Because of the particular importance of ongoing research to graduate teaching in particular, the assessment of excellence in scholarship for members of the School of Theology faculty is made in light of the expectation that at a minimum such faculty will also publish their work periodically in scholarly or professional journals and that they will be active in at least one professional society.

### **2.5.3 Advising**

In this residential, liberal arts, college [university] established in the Benedictine tradition, faculty members should place a special significance on helping students to plan and integrate educational and career choices. In collaboration with the offices for academic advising, the residence hall staff, personal and career counseling services, and other college [university] student support offices, faculty members are expected to advise students concerning the following goals:

- a. exploration of life goals;
- b. development of an educational plan consistent with the accomplishment of education objectives appropriate to life and career goals;
- c. selection of a major/minor;
- d. selection and scheduling of classes, internship experiences, independent study, and course work abroad;
- e. identification of other college [university] services appropriate to a student's needs and goals; and
- f. reflective progress in an education plan toward identified life goals.

Evidence of excellence in the performance of the faculty advising responsibilities includes, but is not limited to, the following:

- a. self-evaluation;
- b. student letters;
- c. evaluation by department chair;
- d. evaluation by colleagues, if any, who have directly observed the candidate's advising;
- e. contribution to group advising events;
- f. participation in workshops and training sessions designed to improve advising skills; and
- g. evaluations by alumnae and alumni.

## **2.5.4 Service**

Faculty members are expected to contribute to the governance, operational, and community concerns of their departments and the college [university]. Specific activities will vary, but faculty service should ordinarily:

- a. contribute to the college [university] commitment to community and the common good; and
- b. call upon the faculty member's academic or professional expertise.

### **2.5.4.1 Service to the College [University]**

Each faculty member's obligation to participate in governance and in other forms of service to the college [university] is rooted most fundamentally in the faculty's joint responsibility for the academic programs of the college [university] and for the common good essential to their vitality. Faculty members are not expected to serve on a college [university] standing or *ad hoc* committee before the year in which they apply for third-year review.

Service to the college [university] may include, but is not necessarily limited to, the following:

- a. ongoing service on departmental [and/or School of Theology] committees, effective participation in meetings and in decision-making, curriculum development, and assessment processes of the department;
- b. effective participation in faculty assemblies, on college [university] standing committees, and on other faculty committees (e.g., for planning, assessment, accreditation);
- c. leadership roles in governance, faculty development, curriculum design, and/or other activities of the college [university];
- d. service as chair of a department, a division, or a committee;
- e. service as director of a program; leader in other faculty, professional or college [university] programs or associations; and/or
- f. representation of one or both institutions to the local, regional, national, or international community.

Demonstration of service contributions to the college [university] should include, but is

not necessarily limited to, the following types of evidence:

- a. self-evaluation of activities and their relationship to one's professional identity;
- b. evaluations by department chair [and/or the dean of the School of Theology], appropriate program directors, and/or other appropriate colleagues and administrators (e.g., committee chairs);
- c. work products or summaries of work completed.

#### **2.5.4.2 Service to the Students**

Faculty members are encouraged to provide other service to students, which may include, but is not necessarily limited to, the following:

- a. serving as advisor to a student organization;
- b. serving as moderator or facilitator of student activities;
- c. planning and/or participating in co-curricular enrichment activities; and/or
- d. serving as faculty resident.

Evidence of effectiveness in service to students may include, but is not necessarily limited to, the following:

- a. self-evaluation of the contribution by the faculty member;
- b. evaluations from students; and/or
- c. evaluations by the department chair [and/or the dean of the School of Theology] and/or program director(s).

#### **2.5.4.3 Service to the Profession**

Faculty members are encouraged to support professional organizations appropriate to their profession and/or discipline. Service activities in support of the profession include, but are not necessarily limited to, the following:

- a. leadership positions in professional organizations;
- b. service on a professional editorial board; and/or
- c. other service to professional organizations.

Evidence of service to the profession/discipline may include, but is not necessarily limited to, the following:

- a. self-evaluation of activities and/or
- b. evaluation statements from professional peers.

#### **2.5.4.4 Professional Service to the Community**

Faculty members are encouraged to provide to the general community service related to their professional expertise. Professional service to the community may include, but is not necessarily limited to, the following:

- a. appointment in a professional capacity to a state, regional, or national post; and/or
- b. professional service as a consultant or resource person to a nonprofit organization or community group.

Evidence of professional service contributions may include, but is not necessarily limited to, the following:

- a. self-evaluation of activities and their relationship to professional identity;
- b. evaluations by leaders or representatives of community groups;
- c. awards and recognition; and/or
- d. summaries or examples of service or work done.

#### **2.5.4.5 Other Public Service**

Faculty members often provide service to the community in activities unrelated to professional or academic expertise. Although not as important for professional evaluation as other criteria listed in Section 2.5, such community participation is a real contribution to society and a part of the mission of the college [university]. Such activities may include, but are not necessarily limited to, the following:

- a. leadership position or other public service in church or community activities or organizations.

Documentation of such public service may include, but is not necessarily limited to, the following:

- a. self-evaluation and/or
- b. awards or recognition.

## **2.5.5 Professional Identity**

The professional life of a faculty member should be more than a series of unrelated activities. Ideally each faculty member has and continues to develop a professional identity that integrates the activities of teaching, advising, scholarship/creative work, and service with the individual's personal qualities, personal professional goals, and the mission of the college [university].

### **2.5.5.1 Personal Qualities**

The strength of the college [university] depends in large measure on the character of its faculty. Faculty members are expected to demonstrate the following qualities:

- a. love of learning and the free interchange of ideas;
- b. personal integrity;
- c. personal and social maturity; and
- d. respect for colleagues, students, and other members of the college and the university communities.

Demonstration of personal qualities may include, but is not necessarily limited to, the following:

- a. self-evaluation; and
- b. evaluations by colleagues, students, or other members of the college [university] communities.

### **2.5.5.2 Professional Development**

Commitment to lifelong learning and growth should be important to faculty members and to students in the liberal arts and the Benedictine tradition. Faculty members are expected to engage in planning for and documenting the ongoing development of their professional skills and performance in all of the major areas identified in Section 2.5. Professional development plans should demonstrate how the individual's development is related to the needs of the department, the college [university], and/or one's profession. (See Section 2.9, "Faculty Development," for policies and procedures for professional development.)

Criteria for professional development include, but are not necessarily limited to, the following:

- a. reflection on roles and responsibilities in the department [and/or the School of Theology] and the college [university];
- b. identification of goals targeted for professional growth during the next three to five years; and
- c. frequent engagement in activities appropriate to the achievement of goals targeted.

Evidence of excellence in professional development includes, but is not necessarily limited to, the following:

- a. self-evaluation of areas previously targeted for professional growth and the results achieved to date;
- b. an up-to-date program for professional development; and
- c. evaluation by department chair [and/or the dean of the School of Theology] of the faculty member's development and the value to the department of the faculty member's progress achieved and planned.

### **2.5.5.3 Support of the Mission of the College [University]**

The college [university], in close cooperation with Saint John's University [the College of Saint Benedict], seeks to provide a residential liberal arts education in the Catholic tradition within the context of the Benedictine values of its sponsoring monastery. It is expected that all faculty members will contribute to the coordinate mission as well as the mission of their college [university]. (For reference purposes, current mission statements of the college [university] are published in the Academic Catalog.)

Candidates are expected to include a statement describing ways in which the different aspects of his or her professional life (see Section 2.5) as a faculty member of the college [university] contribute to intellectual life and learning and other aspects of the mission of the college [university].

Faculty colleagues writing letters of evaluation are encouraged to address the candidate's respect for mission.

The college [university] welcomes into the academic community scholars from different cultural and religious backgrounds whose varied personal experiences and perspectives enrich intellectual and religious dialogue and who believe that scholarly pursuits should be undertaken with full confidence that knowledge and truth will not be



diminished by rigorous examination of all points of view. Given this diversity of origin and the wide variety of academic pursuits in which the faculty engage, it is recognized that the extent to which Christian, Catholic and Benedictine values will affect each faculty member will vary and that faculty members may contribute in many different ways to the overall mission of the college and university. Respect for the college's [university's] mission does not impinge on academic freedom (see Section 2.10.1). The college [university] is deeply respectful of the privacy of the individual conscience in matters of religion, so a specific response to the religious aspects of the mission is not expected.

## **2.6 Tenure Policy and Procedures**

The college [university] recognizes the value of tenure as promoting not only academic freedom but also the stability, in a Benedictine sense, of the college [university] as a community of teachers and scholars dedicated to these ideals.

Because of the long-term consequences of the granting of tenure, the probationary review processes are carefully structured to assist in the development of each candidate for tenure as well as to allow for a careful evaluation of every candidate. Although the review for tenure focuses most directly on the qualifications of the candidate, other considerations enter into every individual decision to confer tenure, including the particular needs within a department and the financial resources of the college [university]. A decision not to grant tenure does not, therefore, necessarily reflect an unfavorable judgment of the candidate.

Tenure is granted by the college's [university's] Executive Committee of the Board of Trustees on the recommendation of the president, who is guided by the recommendations of the Rank and Tenure Committee and the provost.

### **2.6.1 Definition of Probationary Status**

Ordinarily, tenure is granted only after a probationary period of teaching at the college [university]. The probationary period gives individuals time to improve their performance and to demonstrate their abilities. It also gives colleagues the time to observe and evaluate them on the basis of performance in faculty positions. During the probationary period, a faculty member has the same academic freedom as a tenured faculty member.

The probationary period begins with an appointment as a full-time or reduced-load tenured/tenure-tracked faculty member (see Section 2.1.1) at the rank of instructor or higher, and ordinarily shall not exceed six full academic years of service (or its equivalent for reduced-load appointments) at the college [university]. If newly hired faculty members are given credit for previous teaching experience (shortening the length of the probationary period), this information ordinarily will be stated in writing in the initial contract, in accord with Section 2.3.6.

The decision on reappointment or non-reappointment of probationary faculty members is made annually by the president, employing the recommendation of the provost and the results of the annual evaluation by the department chair in consultation with the vice provost and academic dean [and/or by dean of the School of Theology]. (See Section 2.5.0.1 for a further description of the annual review process.) Non-reappointment of a probationary faculty member can occur only in accordance with the provisions of Section 2.13 (see especially Section 2.13.3, "Non-reappointment of Probationary Faculty") and cannot be based on reasons which involve a violation of academic freedom or the college's [university's] policy on nondiscrimination (see Section 2.1.1).

## **2.6.2 Definition of Tenure**

Conferral of tenure means that a faculty member is entitled to annual contract renewal unless either the faculty member or the college [university] terminates the contractual relationship in accord with the procedures of Section 2.13, "Separation."

## **2.6.3 Eligibility to Apply for Tenure**

The qualifications necessary to be considered for tenure include:

- a. possession of an appropriate earned doctorate or appropriate terminal degree from a graduate institution of recognized standing, or its professional equivalent, as described in Section 2.1.0;
- b. the rank of assistant professor; and
- c. the expected completion of six years of full-time probationary service (or its equivalent for reduced-load faculty) by the end of the academic year in which application for tenure is made. Time on leaves will count toward tenure only if the faculty member and the college [university] agree to this in writing at the time the leave is granted. (For definition and procedures for leaves, see Sections 2.9.3, "Other Professional Leaves," and 2.11, "Nonprofessional Leaves.")

In rare cases, the provost may recognize extraordinary circumstances or performance by authorizing a review for tenure prior to the usual deadline on the recommendation of or in consultation with the department chair [the dean of the School of Theology] and the vice provost, and academic dean. Such a candidate for tenure must nonetheless meet the usual deadlines described in Section 2.6.4.b and c.

#### **2.6.4 Application Notice, Deadlines, and Stopping the Clock for Third-year Review and/or Tenure**

Each spring the Office of Academic Affairs will prepare and send to all current faculty a list of all faculty members who, according to college [university] records, will be eligible for third- or sixth-year review during the following academic year and who are thus expected to apply for formal review. Any faculty member who believes that he or she has been mistakenly omitted from or included in the list must promptly make this known directly to the vice provost who oversees this process. Any disputes over eligibility will be resolved by the provost.

Also during the spring term, the Rank and Tenure Committee notifies the faculty of guidelines, procedures, and deadlines applicable for reviews in the following academic year. It is the responsibility of each candidate to meet all deadlines:

- a. A faculty member intending to submit a file for review at the third or sixth year must inform the Rank and Tenure Committee of that intention by the deadline announced by the committee, a date prior to the deadline for submission of the file.
- b. A file of appropriate materials (as established by departmental policy) must be submitted to the department chair [and/or the dean of the School of Theology] for review by departmental colleagues (see Section 2.6.5.2.2 below) by the deadline set by the chair [and/or the dean of the School of Theology].
- c. The complete file (File A, described in Section 2.6.5.2 below) must be submitted by the deadline set by the Rank and Tenure Committee. The file is presented to the secretary to the vice provost who is responsible for transmitting the file to the committee.

##### **2.6.4.1 Stopping the clock for third-year review and/or tenure**

For a tenure-track faculty member, the clock for third-year review and/or tenure may be stopped one time, for one academic year, in the event of the birth of a child, the adoption of a child, or the illness of an immediate family member (spouse, child, parent, parent-in-law, or domestic partner). Faculty who want to stop the clock must consult with their department chair [and/or the dean of the School of Theology] about timing of the stoppage.

A tenure-track faculty member who wants to stop the clock must provide written notification of his or her intent to do so. Written notification must be presented to the vice provost and to the department chair. Notification can be presented any time during the probationary period, with the following exception: if notification is given in the calendar year when third-year or tenure files are to be submitted, then it must be given by May 1 at the latest.

During the period that the clock is stopped, the faculty will continue to teach a regular teaching load, to advise students, and to engage in ordinary departmental service, but will be free of obligations for other forms of service and for research. Pursuant to section 2.5.0.1 of the faculty handbook, faculty who stop the clock must continue to collect student course opinion surveys for the courses that they teach.

In the event that two tenure-track faculty members are married or partnered, the right to stop the clock will apply to both.

Stopping the clock does not exclude or preclude other faculty options such as parental leave or an unpaid leave of absence.

Finally, third-year-review and tenure candidates who receive extensions will be evaluated by the same standards as candidates who do not receive extensions.

## **2.6.5 Procedures for Third-year and Tenure Review**

It is the responsibility of the Rank and Tenure Committee to conduct a formal review of probationary faculty members, in their third and sixth year of probationary status at the college [university], or upon request by the provost, as described in Section 2.6.3.

### **2.6.5.1 Simultaneous Application for Tenure and Promotion**

If the candidate for tenure is simultaneously applying for tenure and promotion to the rank of associate professor, the committee will use the materials for the tenure review as the basis for its recommendation concerning promotion. Candidates should, therefore, take care in their application materials to request both tenure and promotion and to provide ample evidence for advancement in rank as well as for the granting of tenure. See Sections 2.7, "Promotion" and 2.1.2.3, "Associate Professor."

### **2.6.5.2 Third-year and Tenure-review Files**

Faculty members are reviewed during their third and sixth years (as described in Section 2.6.3) by the Rank and Tenure Committee based on the evaluation criteria listed in Section 2.5 and the committee's examination of the evidence contained in two review files for each faculty member reviewed.

**File A:** Professional portfolio of materials prepared by the faculty member. This file must contain:

- a. current *curriculum vitae*;
- b. a self-evaluative essay describing personal philosophy, strategies, and

objectives concerning the criteria of Section 2.5;

- c. evidence of teaching effectiveness: the teaching portfolio, as described in Section 2.5.1;
- d. a current program of professional development (see Section 2.9.1) (including any earlier programs and an account of progress made on earlier goals);
- e. letters of recommendation;
- f. any earlier annual evaluations by the department chair [and/or the dean of the School of Theology], and, for sixth-year review, the letter of evaluation from the Rank and Tenure Committee at the third-year review;
- g. the letter of initial appointment, if it included any agreements pertinent to tenure review (see Section 2.3.6); and
- h. other specific evidence that the candidate has met the various criteria listed in Section 2.5.

No material may be placed in File A without the faculty member's knowledge, as indicated by his or her signature or initials on the first page of each document. It is the right and responsibility of the faculty member to make sure that this review file is complete. The candidate may add no materials to the file after the deadline.

**File B:** Materials solicited by the Rank and Tenure Committee. As described below in more detail, it is the responsibility of the Rank and Tenure Committee to solicit:

- a. evaluations of the candidate from the appropriate chair(s) [and/or dean of the School of Theology] (see Section 2.6.5.2.1);
- b. evaluations from the other members of the candidate's department [and/or the School of Theology] (see Sections 2.6.5.2.2); and
- c. any items identified in Section 2.6.5.2.f above that may be in the candidate's file located in the Office of Academic Affairs but which were not submitted by the candidate;

No unsolicited materials will be accepted for File B, and materials in File B will be unavailable to the candidate.

At no time during the review process will the material in these two review files be available to anyone other than the members of the Rank and Tenure Committee [the dean of the School of Theology if appropriate], the vice provost, the academic dean,

the provost, the president, legal counsel, or the Executive Committee of the Board. Upon completion of the review process, the review files will be closed.

Materials of a personal nature provided by the candidate (for example, manuscripts, reprints, student course surveys) are to be returned to the candidate.

Other material and all of the material solicited for File B will remain in a closed file in the Office of Academic Affairs. Where appropriate, these materials may be considered in subsequent formal reviews of the faculty member by the Rank and Tenure Committee. The materials in the files are not to be used for any other purpose, except as may be required by law.

#### **2.6.5.2.1 Evaluation by the Department Chair [and/or the Dean of the School of Theology]**

It is the responsibility of the appropriate department chair(s) [and/or the dean of the School of Theology] to submit to the Rank and Tenure Committee evaluations of each candidate scheduled for formal review from their area. These evaluations should address the degree to which the candidate meets the evaluation criteria of Section 2.5. They should also evaluate the candidate in light of the educational needs of the department or program in both the near and long-term future. The chair should specifically include a judgment concerning the candidate's eligibility for tenure (Section 2.6.3) as well as a projection of departmental faculty needs over the next three to five years (developed in conjunction with the vice provost, and academic dean), especially as these projections relate to the qualifications of the candidate for tenure. If the department has developed guidelines for evaluation, (as described in Section 2.5.0.2) the chair will append a copy for the use of the committee.

Ordinarily, no probationary member of the faculty should serve as department chair. In the event that a department chair is scheduled for a third-year or tenure review, the vice provost, and academic dean, in consultation with senior members of the department, will designate someone to prepare the evaluation.

The chair delivers the letter of evaluation to the candidate at least one week prior to the deadline for the candidate's submission of the review file, to allow the candidate time to respond. Should a chair's letter be late, the candidate must still submit the file by the usual deadline but will have the option of submitting an additional written response to the tardy letter by a later deadline, to be set by the chair of the Rank and Tenure Committee upon request from the candidate.

#### **2.6.5.2.2 Evaluation by Department Members**

At both third-year and sixth-year review, the Rank and Tenure Committee solicits an evaluation of each candidate from all tenured/tenure-track members of that person's department(s) [and/or the School of Theology]. Departments may establish policies for

this review process, but in any case the department chair should arrange with the candidate a date for making appropriate materials available for review by department members.

It is the responsibility of every tenured member of the department conscientiously to submit to the committee a signed evaluation of the candidate for inclusion in File B by the deadline. However, in light of the candidate's responsibility to submit in File A sufficient evidence to warrant positive action by the committee, any departmental colleague may choose to have the candidate include in File A his or her signed evaluation. Any non-tenured member who wished not to submit a written evaluation may abstain. In the spirit of open dialogue, faculty members are encouraged to share their written evaluations with the candidate, but only the chair is required to do so.

### **2.6.5.3 Committee Deliberation for Third-year and Tenure Review**

After the review files have been completed, the Rank and Tenure Committee will conduct its review.

- a. The committee will examine file materials and determine the degree to which each candidate has successfully met the various criteria.
- b. The committee will also interview the appropriate departmental chair and the vice provost [and/or dean of the School of Theology] for each faculty member being reviewed. If additional information about the candidate's performance is obtained, the candidate will be invited to respond.
- c. The committee also has the right to consult additional experts, either from within or outside of the college [university] (e.g., program directors) for clarifications about matters of fact which might aid them in their evaluation. If additional information about the candidate's performance is obtained, the candidate will be invited to respond.

### **2.6.5.4 Action on Third-year Review**

- a. After completion of its review, the committee will come to its decision and submit to the candidate and the provost an evaluation of the candidate, a recommendation of either a probationary or a terminal contact for the following year, and, in the case of an endorsement of continued probationary status, the committee's recommendations for improvement prior to the tenure review. A copy of this evaluation, with recommendations, is also sent to the department chair [and/or the dean of the School of Theology] the vice provost, and academic dean.
- b. The provost then transmits the recommendation of the committee to the

president along with the provost's own evaluation and recommendation for continuation or termination of the candidate's probationary contract. The provost sends a copy of the evaluation and recommendation to the candidate, department chair, [and/or dean of the School of Theology,] vice provost, academic dean, and the chair of the Rank and Tenure Committee.

- c. The president makes the final decision. Any decision to end a probationary appointment as an outcome of this review process must follow the procedures in Section 2.13.3, "Non-reappointment of Probationary Faculty."

The provost notifies the candidate of the president's decision on or before May 1. A copy of the formal notification is also sent to the department chair [and/or the dean of the School of Theology] and the vice provost.

#### **2.6.5.4.1 Meeting with the Candidate**

On completion of its review, the committee schedules a meeting among one of its members, the candidate, the vice provost [the dean of the School of Theology as appropriate], and the department chair to clarify for the candidate its evaluation and, for those candidates endorsed for continuation toward tenure, the committee's expectation prior to sixth-year review.

#### **2.6.5.5 Action on Tenure Review**

- a. After completion of its review, the committee will come to its decision and submit to the candidate and the provost an evaluation of the candidate and a recommendation either for or against the granting of tenure. A copy of this evaluation, with recommendations, is also sent to the department chair [and/or the dean of the School of Theology] and the vice provost and academic dean.
- b. The provost transmits to the president the committee's recommendation along with the provost's own evaluation and recommendation. The provost sends a  
copy of the evaluation and recommendation to the candidate, department chair, [and/or dean of the School of Theology,] vice provost, academic dean, and chair of the Rank and Tenure Committee.
- c. The president reviews these materials and then forwards the file and the recommendations of the committee and the provost, along with the president's own recommendation, to the college's [university's] Executive Committee of the Board of Trustees for the final decision. Any decision to end a probationary appointment as an outcome of this review process must follow the procedures in Section 2.13.3, "Non-reappointment of Probationary Faculty." The president will notify the candidate and the department chair in writing whether his or her



recommendation to the Executive Committee was positive or negative and, in the case of a negative recommendation, will indicate the grounds on which the recommendation was made.

- d. The provost informs the candidate of the Board's decision as soon as possible.

A copy of the formal notification is also sent to the department chair [and/or the dean of the School of Theology] and the vice provost, and academic dean.

## **2.7 Promotion Policies and Procedures**

The college [university] seeks to sustain and improve its academic quality by maintaining and improving the quality of the faculty. Promotion in academic rank assists in this process by encouraging, recognizing, and rewarding faculty members for excellent performance of their roles and responsibilities.

Faculty members are promoted on the basis of the fulfillment of the criteria discussed in this section, in Section 2.1.2, "Tenured/Tenure-track Faculty: Criteria for Appointment," and in Section 2.5, "Faculty Evaluation: Policy, Criteria, and Evidence." The criteria in Section 2.5 are applied more rigorously as rank advances.

### **2.7.1 Eligibility to Apply for Promotion**

Individual faculty members are eligible to apply for advancement in rank only if they expect to complete the minimum length of full-time service in current rank by the end of the academic year in which application for promotion is made. In addition, applicants for promotion to the rank of associate professor must already have tenure or must be simultaneously applying for tenure and promotion.

In rare cases, the provost, in consultation with the vice provost and academic dean and the department chair [and/or the dean of the School of Theology], may recognize extraordinary circumstances or performance by authorizing a review for promotion prior to the usual deadline.

Sabbatical leaves and leaves with pay count toward the satisfaction of years in rank needed for eligibility to apply for promotion. Leaves without pay do not count toward promotion unless the faculty member and the college [university] agree in writing to the contrary at the time the leave is granted. (For initial appointment at the rank of associate professor or professor, see Sections 2.1.2 and 2.3.6.)

### **2.7.2 Procedures for Promotion Review**

Formal reviews of all faculty members who apply for promotion in rank are conducted by the Rank and Tenure Committee.

### **2.7.2.1 Deadlines**

The responsibility for applying for promotion in rank rests with the individual faculty member. The Rank and Tenure Committee issues specific deadlines and procedures for implementing the *Faculty Handbook* provisions.

- a. A faculty member applying for promotion in rank must inform the Rank and Tenure Committee of his or her intention to apply by the notification deadline announced by the committee.
- b. Application materials must be complete and on file in the Office of the vice provost no later than the application deadline announced by the committee.

### **2.7.2.2 Simultaneous Application for Tenure and Promotion**

If the candidate for promotion is simultaneously applying for tenure and promotion to the rank of associate professor, the committee will use the materials for the tenure review as the basis for its recommendation concerning promotion. Candidates should, therefore, take care in their application materials to request both tenure and promotion and to provide ample evidence for advancement in rank as well as for the granting of tenure.

### **2.7.2.3 Promotion-review Files**

The burden of proof to warrant promotion in rank rests with the individual faculty member and must be provided in the promotion file. Criteria for appointment to each rank are stipulated in Section 2.1.2. Evaluation criteria and forms of evidence are described in Section 2.5. Candidates should consult guidelines issued by the committee as they prepare their application for review.

The Rank and Tenure Committee will apply the criteria to the evidence contained in two review files for each candidate reviewed.

File A: The candidate prepares a promotion-review file that must contain:

- a. a current *curriculum vitae*;
- b. a self-evaluative essay that includes a reflective statement describing personal teaching philosophy, strategies and objectives;
- c. evidence of teaching effectiveness: the teaching portfolio, as described in Section 2.5.1;

- d. a current program of professional development (see Section 2.9.1) (including one or two earlier programs and a description of progress made on earlier goals);
- e. a letter of evaluation from the appropriate department chair(s) [and/or the Dean of the School of Theology];
- f. a departmental letter composed as follows: The department chair will schedule a meeting of all tenured/tenure-track members of the department for the purpose of evaluating a candidate using the criteria set forth in section 2.5. Tenured members not on sabbatical, leave or external appointment (e.g. study abroad) are required to attend. One person chosen by those present at the meeting will act as the secretary at the meeting. The department chair cannot serve as secretary. The secretary will draft a departmental letter preserving the anonymity of persons making comments. This letter will be circulated among those who attended the meeting. If a department member feels that his/her comments are not accurately represented, that member and the secretary will work together to resolve the discrepancy. After a final draft has been distributed, members of the department will indicate their agreement with the contents of the letter by signing it. Tenured members who are not present at the meeting because of sabbatical, leave, study abroad appointment or for other reasons have the right to review the letter but do not sign off on it. The candidate will have the opportunity to respond to the contents of the letter as specified in section 2.6.5.2.1.
- g. letters of recommendation solicited by the candidate from peers familiar with the candidate's performance; such letters may come from within and/or outside the college [university]; note that department members are required to submit letters to File B, below; and
- h. any other evidence that the candidate has met the various criteria necessary for the promotion being requested.

No material may be placed in File A without the faculty member's knowledge, indicated by his or her signature or initials on the first page of each document. It is the responsibility of the faculty member to make sure that this review file is complete. The candidate may add no materials to File A after the deadline.

In the event that a department chair is applying for promotion, the vice provost, in consultation with the senior members of the department, will designate someone to prepare the departmental evaluation.

File B: Materials solicited by the Rank and Tenure Committee as described below:

The Rank and Tenure Committee solicits an evaluation of each candidate from all members of that person's department(s) [and/or the School of Theology].

- a. all tenured faculty in the candidate's department must submit letters to File B;
- b. the chair, as a member of the department, may submit a separate letter to File B but is not required to do so;
- c. non-tenured faculty are not required to submit letters, but if they choose to do so, the letters will be placed in File B;
- d. departmental members writing letters of recommendation solicited by the candidate may choose to write a separate letter for File B or may submit the same letter.

All letters of evaluation should specifically address the degree to which the candidate meets or fails to meet the appropriate criteria in Sections 2.1 and 2.5. In the spirit of open dialogue, faculty members are encouraged to share their written evaluation with the candidate, but only the chair is required to do so.

No unsolicited materials will be accepted for File B, and materials in File B will be unavailable to the candidate.

At no time will the material in File B be available to anyone other than the Rank and Tenure Committee, the vice provost, and academic dean [the dean of the School of Theology if appropriate], the provost, the president, legal counsel, and the college's [university's] Executive Committee of the Board of Trustees.

Upon completion of the review process, the review files will be closed. Materials of a personal nature provided by the candidate (for example, manuscripts, reprints, student course surveys) are to be returned to the candidate.

Other material and all of the material solicited for File B will remain in a closed file in the Office of Academic Affairs. Where appropriate, these materials may be considered in subsequent formal reviews of the faculty member by the Rank and Tenure Committee.

The materials in the files are not to be used for any other purpose, except as may be required by law.

#### **2.7.2.4 Action on Promotion**

In addition to the above materials in the promotion-review file, the committee also has the right to consult additional experts, either from within or outside of the college [university], for clarifications on matters of fact which might aid them in their evaluation. If additional information about the candidate's performance is obtained, the

candidate will be invited to respond.

- a. The Rank and Tenure Committee examines the evidence on light of the criteria for appointment in Section 2.1.2 and the criteria for evaluation in Section 2.5.
- b. After completion of the review, the committee will come to a decision and submit to the candidate and the provost an evaluation of the candidate and a recommendation either for or against the promotion. A copy of this evaluation, with recommendations, is also sent to the department chair [and/or the dean of the School of Theology] and vice provost, and academic dean.
- c. The provost then transmits the committee's recommendation to the president along with the provost's own evaluation and recommendation. The provost sends a copy of the evaluation and recommendation to the candidate, department chair, [and/or dean of the School of Theology] vice provost, academic dean, and chair of the Rank and Tenure Committee.
- d. The president reviews these materials and then forwards the file and the recommendations of the committee and the provost, along with the president's own recommendation, to the college's [university's] Executive Committee of the Board of Trustees for the final decision.
- e. The provost informs the candidate of the Board's decision as soon as possible.

A copy of the formal notification is also sent to the department chair [and/or the dean of the School of Theology] the vice provost, and academic dean.

#### **2.7.2.5 Date of Actual Change in Rank**

Promotion in rank takes effect with the beginning of the next contract period.

### **2.8 Post-Tenure Faculty Development Program**

The Post-tenure Faculty Development Program is proposed within the context of the tenure system and in no way jeopardizes a faculty member's tenured status. It provides a systematic opportunity for tenured faculty to reflect on teaching, scholarship and creative work and service activities. The program assists the faculty in planning a course of professional development for the future in an atmosphere of collegial and institutional support. With the advice and assistance of a post-tenure faculty development program coordinator for each campus, faculty design their professional development programs to fit their particular fields, activities, interests, and life and career culture that fosters it.

Procedures for the implementation of the Post-tenure Faculty Development Program are found in Section 4.2.

## **2.9 Faculty Development**

The professional development of faculty members is essential to the curriculum and the vitality of both the individual and the college [university]. Faculty members are expected to engage themselves in planning and documenting that development.

The college [university] promotes excellent teaching. Teaching effectiveness (described in Section 2.5.1) should be the first and foremost concern of each faculty member and a critical element in each faculty member's plan for professional development. Scholarship and creative work (described in Section 2.5.2) provide essential support to both good teaching and a strong academic program, and they contribute to one's discipline and to society at large. As a result, ongoing professional development focused on scholarship and creative work is also important for each member of the faculty. Advising and service (described in Sections 2.5.3 and 2.5.4) are also important but for most faculty members play a smaller role in plans for professional development.

### **2.9.1 Planning for Professional Development**

Each faculty member creates and regularly updates a Program of Professional Development (PPD). Preparation of the PPD, in consultation with the department chair [and/or the dean of the School of Theology] as well as appropriate program directors, allows the faculty member to integrate professional development plans with the mission and goals of both the college [university] and the department. Faculty members must be familiar with the mission and goals and curricular plans of the college [university] and be able to demonstrate how their individual directions for professional development are related to the needs of the department and the college [university]. Departmental guidelines for evaluation (see Section 2.5.0.2) can be helpful in the planning process. In addition, the plans within the Program of Professional Development should be drawn up in accordance with the relevant guidelines of the Faculty Development and Research Committee.

Probationary faculty members are expected to meet annually with the department chair [and/or the dean of the School of Theology] to conduct a planning session concerning the faculty member's PPD. Senior faculty members should consult periodically with the department chair to review and update the PPD. At times of such review, intermediate goals may be set. The faculty member may amend the individual program at any time, in consultation with the department chair [and/or the dean of the School of Theology]. A copy of the faculty member's current PPD should be maintained on file in the department's office and in the Office of Academic Affairs. The provost, the vice provost, or the academic dean may interview faculty members periodically in regard to their professional growth plans.

The faculty member's Program of Professional Development is submitted to the Rank and Tenure Committee at the time of third-year, sixth-year, and promotion review and is part of the evidence evaluated (see Section 2.5.5.2, "Professional Development"). Quality of a development plan is assessed on the strength of its connections to evaluation criteria described in Section 2.5. Progress achieved in attaining the goals outlined in earlier plans is deemed to be a measure of academic seriousness. The PPD is also employed during reviews for sabbatical leave by the Committee on Faculty Development and during post-tenure review.

## **2.9.2 Sabbatical Leaves**

The many roles and responsibilities of faculty members require that periodically a sustained and uninterrupted time be set aside to acquire new experiences to enrich teaching or to focus on scholarship, creative work, or other accomplishment related to faculty responsibilities. The college [university] endorses the importance of this dimension of faculty development by committing itself to funding sabbatical leaves, professional leaves with pay, ordinarily extending for one semester or for a full academic year.

Sabbatical leaves are not granted for work which is not directly related to faculty responsibilities at the college [university]. Time spent on sabbatical leaves will count toward promotion in rank.

### **2.9.2.1 Eligibility to Apply for Sabbatical Leave**

Eligibility for sabbatical leave entails fulfilling obligations for both teaching and service. Tenured faculty or faculty currently being reviewed for tenure are eligible to apply for their first sabbatical leave only if they expect to have completed, by the end of the current academic year, six years of full-time faculty employment, defined here as teaching, or its equivalent in reassigned time, as part of a faculty contract. Subsequent sabbaticals may be applied for at six-year intervals of full-time faculty employment. The six-year period may be fulfilled by an equivalent amount of faculty employment by reduced-load faculty (described in Section 2.1.1.2). Upon the completion of a sabbatical leave, time toward eligibility for the next sabbatical begins on the first day of the following fall semester.

Because each faculty member has an "obligation to participate in governance and in other forms of service to the college [university]" (Section 2.5.4.1), faculty members are eligible to apply for a sabbatical leave only if they have fulfilled their obligations in both service to the department and service to the college [university] outside the department, as specified in Section 2.5.4.1.

### **2.9.2.2 Salaries for Sabbatical Leave**

Faculty members on sabbatical for one semester receive the full salary provided in the contract during the sabbatical period and full employment benefits. Faculty members who are on sabbatical for a full academic year receive three-sixths of the salary provided in the contract in the sabbatical year and full employment benefits. Annual raises are not withheld due to sabbatical leave, and both the faculty member and the college [university] continue to pay their normal share toward retirement contributions (proportionate to the salary paid), and other employee benefits.

A faculty member on sabbatical may also receive other forms of faculty development funding from the college [university].

### **2.9.2.3 Application Policies and Procedures for Sabbatical Leaves**

Sabbatical leaves are not granted automatically upon the completion of the necessary period of service. Faculty members must demonstrate in writing, as part of their application, evidence of sound research, creative activity, or other academic achievement to support the program of work which they plan for the sabbatical period. They must also show that their proposed programs will accomplish one or more of the general purposes set forth in the opening paragraph of Section 2.9.2, "Sabbatical Leaves." Applications which do not meet the criteria for sabbaticals are rejected by the committee.

A faculty member intending to apply for sabbatical leave must provide advance notice of that intention. Because the department chair [and/or the dean of the School of Theology], in consultation with members of the department and the administration, must make plans to cover the responsibilities of faculty on sabbatical leave, a faculty member anticipating a sabbatical should inform the chair [and/or dean of the School of Theology] as early as possible. In addition, a faculty member applying for sabbatical leave must inform the Faculty Development and Research Committee of his or her intention to apply by the notification deadline announced by the committee.

The application for sabbatical leave is made using the forms and guidelines developed by the Faculty Development and Research Committee, available in the Office of Academic Affairs. The application and the other materials must be submitted to the committee by the committee's established deadline.

A faculty member is expected to consult with the department chair [and/or the dean of the School of Theology] on the sabbatical proposal. Because the department chair, in consultation with the members of the department and the administration, must make plans to cover the responsibilities of faculty on sabbatical leave, a faculty member anticipating a sabbatical should inform the chair as early as possible. The chair should receive the sabbatical proposal a minimum of two weeks prior to the application deadline. A letter from the chair addressing the following issues must be



submitted to the committee, with a copy provided to the applicant:

- a. the professional quality of the sabbatical proposal and the applicant's capacity to accomplish the goals indicated;
- b. how the leave will affect the applicant's professional growth, as well as the department and its offerings; and
- c. the department's staffing during the faculty member's sabbatical, as well as extra-departmental effects, if any.

A request for replacement of faculty, if necessary, is made by the department chair to the vice provost.

#### **2.9.2.4 Criteria and Procedures for Evaluation of Proposals**

The Faculty Development and Research Committee evaluates all sabbatical proposals using the following criteria:

- a. the likelihood that the proposed project will:
  1. produce a significant contribution to research or creative work in the applicant's field of expertise (through publication, performance, exhibition, etc.); and,
  2. promote significant improvement in courses, programs, curricula, or some other area of faculty responsibility;
- b. the likelihood that the project will make a significant contribution to the applicant's professional development in accomplishing one or more of the following:
  1. enhancing the applicant's mastery of his or her field of expertise;
  2. improving the applicant's capabilities as a teacher;
  3. increasing the applicant's ability to fulfill faculty responsibilities in areas other than teaching and research/creative work;
- c. the appropriateness of the project to the applicant's plan of professional development and to the mission and goals of the department and the college [university]; and
- d. the promise that the project will be successfully completed, considering the design of the project in light of the applicant's abilities and previous accomplishments.

To assist in these judgments, the committee may ask applicants to submit other relevant information. This may include, for example, letters from colleagues both within and outside the college [university] addressing the above criteria, quality of the proposal and the applicant's capacity to accomplish the goals outlined, a description of how the sabbatical project fits into the individual's Program of Professional Development (see Section 2.9.1), and evidence concerning the results of the applicant's previous sabbatical. At the committee's discretion, an applicant may be invited to provide a clarification of or additional support for a proposed project before it is considered further.

Assessing differences in the quality of proposals arising from different disciplines is difficult, and a precise ranking based only on the overall quality of each proposal is normally impossible. The committee ordinarily sorts the applications into groups based on perceptible differences in overall quality and forms a final ranking of proposals based on that estimate of quality, breaking ties within any one group in favor of persons who have more years of faculty service at the college [university] since their last sabbatical (or since initial appointment if they have not yet had a sabbatical leave). Any remaining ties are broken by lottery.

#### **2.9.2.5 Action on Sabbatical Applications**

- a. After evaluating all applications, the Faculty Development and Research Committee ranks the proposals and sends its evaluations and ranking to the provost. The committee also sends a brief assessment of the proposed project to the applicant.
- b. The provost submits a recommendation to the president in light of the total needs and fiscal capabilities of the college [university].
- c. The president makes a recommendation and presents it to the appropriate committee of the Board.
- d. The final decision on a sabbatical application rests with the Executive Committee of the Board.
- e. Following action by the Executive Committee of the Board, the provost gives written notice to the applicant, the department chair, the vice provost and academic dean [the dean of the School of Theology], and the chair of the Faculty Development and Research Committee of the approval or disapproval, for stated cause, of the application. Applicants being reviewed for tenure are informed that their sabbatical is contingent upon the granting of tenure.

### **2.9.2.6 Obligations of Sabbatical Recipients**

The recipient of a sabbatical leave incurs these obligations:

- a. to make every reasonable effort to fulfill the terms of the sabbatical;
- b. to return to the college [university] for the complete academic year following the academic year in which the sabbatical leave occurred; and
- c. to file a report on the results of his or her project with the provost within 30 days after the beginning of the semester following the sabbatical leave.
- d. Any faculty member who does not return to the college [university] for the subsequent academic year after completing a sabbatical thereby assumes the obligation of repaying the compensation paid by the college [university] during the time of the leave.

### **2.9.2.7 Support during Leaves**

Whenever possible the college [university] will provide the services to faculty on sabbatical or leave as outlined in Section 2.9.4. Requests for such assistance should be directed to the Committee on Faculty Development.

### **2.9.3 Other Professional Leaves**

A professional leave is a negotiated agreement whereby a member of the faculty for reasons related to his or her professional life is absent from regular duties of appointment for more than 10 working days. Such a leave may be with or without pay. Short-term absences (for no longer than 10 working days) with pay for legitimate cause may be arranged at the discretion of the academic dean [and/or the dean of the School of Theology].

A member of the faculty on professional leave is allowed to return to the same or a substantially similar position; previously earned tenure, rank, and benefits are not lost. A professional leave with pay for less than one academic year ordinarily counts toward promotion and tenure but will do so only if both the college [university] and the individual agree to this in writing at the time the leave is granted. Whenever possible, the college [university] will provide the services to faculty members on professional leave as outlined in Section 2.9.4. Requests for such assistance should be directed to the appropriate committee or administrative officer.

The policies and procedures for nonprofessional leaves (e.g., medical or compassionate leaves) are described in Section 2.11.

### **2.9.3.1 Professional Leaves without Pay**

Fiscal constraints require that, other than sabbatical leaves, extended professional leaves occur without pay. Any full-time member of the faculty may request a full-time or part-time professional leave of absence without pay for one of the following reasons:

- a. fellowship award;
- b. completion of research;
- c. formal study; and/or
- d. other specific reasons in the best interests of the college [university].

Time on such leave will not count toward the eligibility periods for tenure, promotion, or sabbatical leave unless the individual and the college [university] so agree in writing prior to the beginning of the leave. However, the faculty member on professional leave for up to two years will ordinarily receive the annual raises in salary and benefits he or she would have received as a result of uninterrupted service.

While faculty are on leave without pay, the college [university] ordinarily does not provide fringe benefits unless an arrangement to the contrary has been mutually agreed upon in writing by the faculty member and the college [university]. Faculty members have the option to continue their fringe benefits to the extent permitted by the applicable benefit plans by paying for them through the college [university] Human Resources Office.

Faculty members planning a professional leave may also apply for other forms of faculty development funding from the college [university] as described in Section 2.9.4 below.

### **2.9.3.2 Time Limit and Procedures for Professional Leaves**

Professional leaves extend for a definite period. Because they almost always make orderly planning more difficult, they impose a hardship on the college [university] and are normally granted only for a single term or an academic year. Only under unusual circumstances will a leave be granted for as much as two years. A faculty member on a one-year leave of absence may apply for a second one-year leave by following these same procedures. Two-year leaves are not renewable.

The request for a professional leave of absence with or without pay should be made, if possible, in time to allow for adequate administrative planning. A written request for a leave must specify its purpose, plans, and length. The faculty member requesting the

leave consults with the department chair, who prepares a letter to the academic dean describing the impact of the leave on staffing and giving the chair's own recommendation. The request, along with the chair's letter, is submitted to the academic dean [and/or the dean of the School of Theology] who then forwards it along with his or her recommendation to the vice provost and provost. The provost then confers with the Faculty Development and Research Committee and requests its recommendation.

When evaluating leave requests, the provost and the Faculty Development and Research Committee will take into consideration the length of service since the faculty member's last absence (whether sabbatical or other professional leave or nonprofessional leave) before making recommendations. Ordinarily, a faculty member will be expected to teach at the college [university] for at least two years between non-emergency leaves.

The provost transmits the recommendations of the committee to the president along with his or her own evaluation. The president will forward these recommendations along with the president's own to the Executive Committee of the Board for a final decision. The decision of the Executive Committee will be reported in writing by the provost to the faculty member requesting the leave.

Ordinarily the college [university] will grant leaves of all kinds in any given academic year to no more than 10 percent of the total full-time teaching faculty in each term.

## **2.9.4 Other College [University] Support for Faculty Development**

The college [university] provides support for faculty development in a number of ways other than sabbaticals and other professional leaves described above.

### **2.9.4.1 Funding from the Faculty Development and Research Committee**

The Faculty Development and Research Committee is charged with developing the policies for and overseeing the distribution of college [university] funds for faculty development. Support for improvement in teaching and/or scholarship and creative work is available. Faculty members are encouraged to contact the committee for information on available grants and application procedures.

### **2.9.4.2 Funding for Travel to Professional Conferences**

College [university] recognizes the importance of faculty members' participation in professional conferences and is committed to supporting the activity through funding for such travel. Disbursement of travel funds occurs through the departmental budget and faculty members should contact the department chair for procedures.

### **2.9.4.3 Other Support**

The college [university] provides other forms of support for faculty development, such as the following:

- a. The Learning Enhancement Service and other personnel provide a variety of opportunities for faculty members to improve the effectiveness of their teaching.
- b. Private library study rooms are available to faculty members engaged in research and writing. Faculty members should apply to the director of the libraries for such a room.
- c. A networked computer and a printer are ordinarily made available to each full-time faculty member. Requests about needed hardware and software are ordinarily made by the department chair [and/or the dean of the School of Theology] to the director of Information Technology Services during the annual budgetary process.
- d. Secretarial services and photocopying are provided by the college [university] within the constraints of departmental budgets and secretaries' other departmental responsibilities.
- e. Laboratories are available to faculty members engaged in scientific research.

Faculty members should apply to their department chair.

- f. Outside grants are often available from agencies and foundations related to a faculty member's research and study. The college's Office of Foundation and Corporate Relations [university's Office of Foundation Relations] offers assistance to faculty applying for such grants. The college [university] may choose to provide funding and fringe benefits from internal sources with the authorization of the Executive Committee of the Board. Members of the administration who are tenured/tenure-track faculty are also eligible for such support.

## **2.10 Faculty Rights and Obligations**

Persons with faculty appointments are both members of the college [university] and of the academic profession more broadly. As a result of this dual membership, faculty members have correlative rights and obligations, rooted in both the general standards of one's profession and the particular character and standards of the college [university].

### **2.10.1 Academic Freedom**

It is fundamental to the health of an academic institution and ultimately to the health of society at large that faculty members exercise their responsibility and freedom to search for truth and to speak truthfully. A truly Catholic institution of higher learning is “animated by a spirit of freedom and charity; it is characterized by mutual respect, sincere dialogue and protection of the rights of individuals” (John Paul II, *Ex Corde Ecclesiae*, 21).

Both the college [university] and each faculty member shall respect the rights and fulfill the responsibilities implicit in the 1940 “Statement of Principles on Academic Freedom” (from the American Association of University Professors and the Association of American Colleges and Universities), adapted here:

- a. In research and in publication of the results, faculty members are entitled to full freedom, subject to the adequate performance of their other academic duties.  
Research for pecuniary returns should be based upon an understanding with the academic officers of the college [university].
- b. In the classroom, faculty members are entitled to freedom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Faculty members should respect the Catholic and Benedictine character of the college [university] in their teaching.
- c. When faculty members speak or write as citizens, they should be free from college [university] censorship or discipline. Nevertheless, their special position in the community imposes special obligations because they are not only citizens but also members of a learned profession and officers of the college [university]. As scholars and educational officers, they should remember that the public may judge their profession and the college [university] from their utterances. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not speaking for the college [university].

### **2.10.2 Code of Professional Ethics**

Although no set rules or professional conduct can either guarantee or take the place of a faculty member’s personal integrity, the college [university] endorses the 1987 “Statement on Professional Ethics” promulgated by the American Association of University Professors, adapted here:

- a. Faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon

them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end, faculty members devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge. They practice intellectual honesty although they may follow subsidiary interests, these interests must never seriously impair or compromise their freedom of inquiry.

- b. As teachers, faculty members encourage the free pursuit of learning in their students. They hold before their students the best scholarly and ethical standards of their disciplines. Faculty members demonstrate respect for students as individuals and adhere to proper roles as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to ensure that the evaluation of students reflects each student's true merit. They respect the confidential nature of the relationship between professor and student and avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from students and protect students' academic freedom.
- c. As colleagues, faculty members have obligations that derive from common membership in the community as scholars. They do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas, faculty members show due respect for the opinions of others. They acknowledge academic debt and strive to be objective in the professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.
- d. As members of an academic institution, faculty members seek above all to be effective teachers and scholars. Although they observe the stated regulations of the college [university] provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Faculty members give due regard to their paramount responsibilities within the college [university] in determining the amount and character of work done outside it. When considering the interruption or termination of their service, faculty members recognize the effect of their decision upon the program of the college [university] and give due notice of their intentions.
- e. As members of their community, faculty members have the rights and obligations of other citizens. They measure the urgency of these obligations in light of their responsibilities to their subject, to their students, to their profession, and to the college [university]. When they speak or act as private persons, they avoid creating the impression of speaking or acting for the college [university]. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty members have a particular



obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

### **2.10.3 Faculty Responsibilities**

Membership in the academic profession carries with it responsibilities for the advancement of knowledge, the intellectual growth of students, and the improvement of society. Faculty members should order and evaluate their activities in relation to these goals, as well as in relation to their own personal and professional development. Moreover, faculty members of the college [university] have a special obligation to understand the nature of this institution of higher learning and to appreciate its unique characteristics and its philosophy, mission and goals. They should strive to improve the intellectual and practical effectiveness of the college [university] and should bear their share of the faculty's responsibilities for the various curricula of the college [university].

A faculty member's overall responsibilities include: effective teaching, which is paramount; scholarship and creative work as appropriate to their field; academic advising; service; and the development of professional identity, as described in Section 2.5, "Faculty Evaluation: Policy, Criteria, and Evidence."

A faculty member is responsible for carrying out satisfactorily the duties agreed to in the individual faculty assignment.

#### **2.10.3.1 Faculty Assignment**

Each faculty member's assignment of responsibilities is determined annually by the department chair in consultation with the faculty member and with the approval of the academic dean. [Graduate faculty assignments are determined by the dean of the School of Theology in consultation with the faculty member.]

The actual faculty assignment will vary from person to person considering the following factors:

- a. the department curriculum, the number of courses and preparations required, the number of students in the assigned courses;
- b. use of teaching methods and resources consistent with quality education;
- c. number of student contact hours in laboratory sections, methods, courses, private lessons, etc;
- d. number of individual learning projects or internships;

- e. committee assignments;
- f. extraordinary circumstances within a department;
- g. number of advisees; and/or
- h. administrative work.

The following guidelines are used in the determination of faculty assignments:

- a. Faculty members should be occupied chiefly with the academic growth and development of students.
- b. Individual learning projects and internships are an important part of the education process. In addition to normal course assignments, faculty members are expected to be responsible for such teaching from time to time. However, no faculty member need be responsible for more than three concurrent individual learning projects and/or internships without a corresponding reduction of other duties.
- c. A faculty member will neither be assigned more than three 4-credit courses, nor more than 100 students in a given semester unless the college [university] provides assistance to make working with a larger number of students feasible.
- d. The vitality of the common curriculum depends on the active involvement of faculty members. Faculty members are expected to teach common curriculum courses. While departmental needs may sometimes prevent faculty members from teaching extra-departmental courses in the common curriculum, faculty members are strongly encouraged to do so periodically.
- e. Faculty members in the School of Theology face explicit expectations for scholarship that should be taken into account in a determination of their annual faculty assignment.

### **2.10.3.2 Other Faculty Responsibilities**

- a. Faculty members are expected to conduct classes in a manner appropriate to the type and level of the course assigned; to establish and inform students of course objectives, requirements, and schedules; and to deal with student papers and examinations in a timely manner.
- b. Faculty members are expected to hold office hours for consultation on

course work and the advising of students.

- c. A faculty member who must be absent from a class due to illness of self or family member or other due cause is expected to try to make arrangements for alternative instruction. The faculty member should inform the department chair and departmental coordinator of the alternative arrangements and arrange for timely notification to students, especially in the event the class must be cancelled. Graduate faculty should notify the dean of the School of Theology□Seminary. If a chair must be absent, notification should be sent to the departmental coordinator and the academic dean. Most absences can be addressed within the department, but chairs and program directors are encouraged to communicate any concerns regarding faculty absences to the academic dean (dean of the School of Theology□Seminary).
- d. Faculty members are expected to take up other responsibilities as the situation may call for: moderating senior theses or research projects, assisting in the recruitment of prospective students, teaching for a colleague in an emergency, assisting in summer registration, etc.
- e. Faculty members are expected to participate in the decision-making, curriculum development, and assessment processes of the department and the college [university]. Faculty members are not expected to serve on a college [university] standing or *ad hoc* committee before the year in which they apply for third-year review.
- f. Although faculty members have a primary responsibility to their own department, they are also members of a larger collegial community and should make every effort to work cooperatively with members of other departments and with the administrators of the college [university], respecting appropriate deadlines established by various administrative officers.
- g. Faculty members are required to attend the fall faculty workshop and spring commencement exercises. If faculty are unable to attend, they should notify the Office of Academic Affairs in advance. Faculty members are also expected to attend other major academic convocations.
- h. In addition, each faculty member has a responsibility to be familiar with his or her roles and responsibilities as described in the *Faculty Handbook*. If questions of interpretation arise, clarifications should be sought from the president, the provost, the vice provost, the academic dean, the department chair [the dean of the School of Theology], or the Faculty Handbook Committee. Any exceptions mutually agreed upon should be in writing and signed by all parties concerned.

### 2.10.3.3 Outside Activities

Full-time faculty members are expected to devote their full working time to this employment. Nonetheless, consulting and other outside activities of a professional nature are encouraged by the college [university] where such activities give the faculty member experience and knowledge valuable to professional growth while making a positive contribution in society. In order to keep a balance in this matter, no outside service or enterprise, professional or other, should be undertaken by a faculty member that might interfere with his or her primary responsibility to the college [university] as defined in Section 2.10.3, "Faculty Responsibilities."

The following procedures apply:

- a. Although a faculty member need not obtain prior authorization before engaging in outside professional activities, the faculty member should consult with the chair and the academic dean prior to any instance where a conflict between his or her contractual responsibilities to the college [university] and the outside activity may arise.
- b. If outside activities harm a faculty member's performance of professional responsibilities, the chair [and/or the dean of the School of Theology] should speak directly to the faculty member about the matter. If the situation does not improve sufficiently, additional assistance will be available from the vice provost, academic dean and/or the provost. See Section 2.13.6, "Discipline and/or Dismissal for Cause."
- c. Faculty members may use their offices, library services, and, to a limited extent, secretarial staff (if available after completion of official work) to assist in the preparation of professional manuscripts, creative work, or other outside professional activity.
- d. Except for incidental use of office equipment (e.g., word processing, local phone calls), faculty members may use college [university] facilities for nonprofessional outside activities only with written approval of the department chair, academic dean, [and/or the dean of the School of Theology], and the person responsible for operating that facility or equipment. In such cases, the faculty member or his or her outside employer or sponsor will pay the reimbursement rate established by the college [university] for such use.
- e. Faculty members may employ official college [university] stationery in outside professional activities. They should not use official stationery or the college's [university's] name or seal in any offer of goods or services by any outside organization without prior permission of the academic dean [and/or the dean of

the School of Theology]. The college [university] assumes no responsibility for the competence or performance of the outside activities (either professional or nonprofessional) of any faculty member. Faculty members must be careful not to represent themselves as acting on behalf of the college [university].

- f. Faculty members uncertain about their responsibilities with regard to a conflict between their work as a faculty member and their outside activities should consult with their chair and their academic dean [and/or the dean of the School of Theology], concerning their compliance with college [university] policies.

#### **2.10.4 Working Conditions**

In order to assist faculty members in the performance of their duties, the college [university] provides the facilities and services listed below. Specific details governing these matters are described in Part III.

- a. office space
- b. media services
- c. computer services
- d. library services
- e. office keys
- f. identification cards
- g. secretarial services
- h. duplicating services
- i. official stationery
- j. postage for official correspondence
- k. health services
- l. counseling services
- m. on-campus parking
- n. academic regalia

- o. notary public

### **2.10.5 Related College [University] Policies**

Faculty members are responsible for following college [university] policies. Policies are grouped in the *Faculty Handbook* not by their subject matter or function but according to the procedures employed to amend them.

#### **2.10.5.1 Appendix to Part II**

Policies included as appendices to Part II can be amended only through the full revision procedure for the rest of Part II, described in Section 2.16, requiring action of the faculty, the president, and the college's [university's] Board of Trustees. The provost coordinates and transmits to the president all of the *Faculty Handbook* amendments passed by the Joint Faculty Assembly.

- a. "Joint Human Rights Policy"
- b. "Joint Sexual Assault Policy"

#### **2.10.5.2 Part III of the *Faculty Handbook*: Administrative Policies**

Policies included in Part III are created by the appropriate college [university] administrator and are amended by administrative update from that administrative officer.

#### **2.10.5.3 Policies in Part IV of the *Faculty Handbook***

Policies included in Part IV are created and amended through approval of the Faculty Senate and the president. The provost coordinates and transmits to the president all of the *Faculty Handbook* amendments passed by the Joint Faculty Assembly.

### **2.10.6 Violations of Faculty Rights, Academic Freedom and Professional Ethics**

Disputes involving a charge that a faculty member's rights or academic freedom have been abrogated or that professional ethics have not been maintained are to be settled through the established grievance procedures (see Section 2.15 and Section 4.1). While affirming academic freedom as a right, the college [university] recognizes that, in some circumstances, the questions of academic freedom become enmeshed in questions of professional irresponsibility. In the effort to distinguish between these sometimes confused issues, the guiding principle is that charges of professional irresponsibility shall not be used to limit academic freedom; nor shall appeals to

academic freedom be acceptable as a shield for professional irresponsibility.

## **2.11 Nonprofessional Leaves**

A faculty member may request a leave for a purpose unrelated to normal professional activity of the faculty. (Professional leaves are treated in Sections 2.9.2, “Sabbatical Leaves,” and 2.9.3, “Other Professional Leaves.”) Examples of leaves covered in this section include, but are not necessarily limited to, illness, disability, military training, jury duty, the birth or adoption of a child, critical illness or death in the immediate family, or other compassionate reasons. Leaves for illness or disability or due to the birth or adoption of a child are subject to policies within the college’s [university’s] faculty benefit program. See Section 2.12.2, “Employment Benefits,” applicable policies in Part III, and applicable state and federal laws, rules, and regulations concerning mandatory leaves.

### **2.11.1 Nonprofessional Leaves with Pay**

The college [university] provides for short-term leaves with pay in some circumstances such as jury duty, mandatory military service, or medical or compassionate reasons. A short-term leave of absence is ordinarily not more than 10 working days but may be extended for a longer period. Short-term leaves for illness are subject to the provisions of the sick leave policy of the college [university].

Requests for leaves are submitted in writing to the academic dean [and/or the dean of the School of Theology□Seminary y] along with a written recommendation on the leave from the department chair. In the case of emergency leaves for compassionate reasons, the requests may be made to the academic dean [and/or the dean of the School of Theology□Seminary], who may waive a written request in view of the circumstances.

### **2.11.2 Nonprofessional Leaves without Pay**

A faculty member wishing to have an extended leave without pay for any of the above reasons should make a written request to the academic dean [and/or the dean of the School of Theology as appropriate], accompanied by an evaluation by the department chair. Ordinarily such leaves are not granted for more than one academic year. An effort should be made to arrange the leave to coincide with the academic terms.

### **2.11.3 Effects of Nonprofessional Leaves**

The faculty member’s status or tenure will not be affected by nonprofessional leaves. Nonprofessional leaves with pay are counted toward tenure, promotion, and sabbatical, but nonprofessional leaves without pay do not count toward tenure, promotion, or sabbatical.

Fringe benefits are not provided during leaves without pay although the faculty member has the option to continue such benefits by paying the college [university] for them. Benefit arrangements are made with the Human Resources Office.

Faculty members on nonprofessional leave without pay for an academic year are nonetheless eligible to receive the normal annual salary increment upon their return.

#### **2.11.4 Nonprofessional Leaves for Benedictines of Saint Benedict's Monastery [Saint John's Abbey]**

Faculty members who are sisters of Saint Benedict's Monastery [monks of Saint John's Abbey] are subject to reassignment by the prioress [abbot] to duties outside of the college [university]. A tenured/tenure-track faculty member so reassigned may request a leave without pay which will be granted upon request. If the reassignment lasts longer than two years, the sister [monk] resigns but may be reappointed by the president at a later date in accord with Section 2.13.1.3.

### **2.12 Compensation**

Compensation is a subject of agreement between the college [university] and a faculty member entering into or renewing a contract for faculty employment.

**Wage disclosure:** The College of Saint Benedict and Saint John's University respect confidentiality in administering compensation. The Human Resources and Academic Affairs departments will not disclose wage information to others without a valid business reason to provide compensation data. A faculty member may choose to disclose his/her own wages or discuss another faculty member's wage, which was voluntarily disclosed by that faculty member, without fear of reprisal. Faculty are encouraged to respect sensitivity of wage information and to exercise discretion with such information recognizing there are many factors which comprise compensation decisions.

The College of Saint Benedict and Saint John's University will not require a faculty member to waive his/her rights to disclose compensation information as a condition of employment, or take any type of adverse employment action against a faculty member for exercising his/her wage disclosure rights under Minnesota law (MN State Section 181.172). This law permits a civil cause of action for any violations and, in any such action, the court may, if deemed appropriate, order job reinstatement, back pay, restoration of lost service credit, and the expungement of adverse personnel records.

Questions about wage disclosure may be directed to the Human Resources



department.

### **2.12.1 Salary**

The compensation package proposed by the college [university] administration is normally reviewed on an annual basis by the Faculty Compensation and Benefits Committee and presented by the committee to the Faculty Assembly for endorsement.

Among the factors receiving consideration in determining compensation, both at the time of initial appointment and in the annual determination of salary increases, are current market conditions, the characteristics of individual faculty members, and any inequities that may have arisen.

- a. The salary of faculty members at the time of initial appointment is determined by the vice provost. This offer is to be approved by the president.
- b. Compensation for faculty members holding term contracts, whether full time or part time (as described in Sections 2.1.3 and 2.1.4), is determined by the type of contract and the factors mentioned above. The salaries and benefits of term- contract faculty will be adjusted commensurate with that of tenured/tenure-track faculty on an annual basis.
- c. Faculty members receive an increase in salary with promotion in rank.
- d. The provost is responsible for recommending individual faculty compensation according to the compensation package formula approved each year by the Faculty Senate in accord with the annual budget as approved by the college's [university's] Board of Trustees.

The provost makes individual inequity adjustments upon the review of recommendations of the Faculty Compensation and Benefits Committee.

- e. An individual faculty member may appeal to the provost to request an adjustment in salary. If unsatisfied with the provost's response, he or she may appeal to the president.
- f. In order to establish a fair system of salary based on principles of equity, the administration and the faculty in collaboration will establish criteria for the selection of other institutions of higher learning for the purpose of comparing the salary packages afforded by such other institutions with that proposed by the college [university].

## **2.12.2 Employment Benefits**

The program of employment benefits for the faculty has been mutually developed by the faculty and the administration and is an essential part of overall compensation. Descriptions of the benefits listed below are available in the Human Resources Office at both the College of Saint Benedict and Saint John's University.

### **2.12.2.1 Governmentally-Mandated Benefits**

Members of the faculty participate in the following governmental programs, which are not subject to negotiation:

- a. Social Security
- b. Workers' Compensation Insurance
- c. Unemployment Compensation Insurance
- d. FMLA (Family Medical Leave Act)

### **2.12.2.2 Other Employment Benefits**

Members of the faculty whose contracts are for greater than three-sixths time also receive other benefits attached to employment:

- a. group health insurance
- b. group dental insurance
- c. group life insurance
- d. group long-term disability insurance
- e. sick leave
- f. parental leave
- g. tuition reduction/remission for faculty members, spouses, and their children
- h. employee assistance program
- i. flexible spending accounts

- j. retirement program
- k. supplemental retirement annuities
- l. use of facilities
- m. admission to campus events
- n. discount on meals

### **2.12.2.3 Changes in Employment Benefits**

Changes in employment benefits for faculty will generally be mutually agreed upon by the Joint Faculty Assembly and the administration, before being submitted to the Boards as part of the annual budget. In the spring semester (April-May), the provost will communicate to the Faculty Compensation and Benefits Committee any likely or potential area of fringe benefits change. Consideration of faculty fringe benefits changes will be led by the Faculty Compensation and Benefits Committee in collaboration with the provost and completed by the following February 1, before being submitted to the Boards as part of the annual budget.

When an agreement cannot be reached in time for the budget cycle (March), the administration and Joint Benefits Committee may agree to an interim solution for one year only and continue consultations for the next budget cycle.

Should the Joint Faculty Assembly and the administration be unable to agree by February 1 on a change in faculty benefits or an interim solution for one year, then an impasse is automatically declared. The following collaborative process will be followed.

- a. One or both of the presidents (or the provost, in their absence and at their direction) will convene a meeting(s) with the Joint Benefits Committee, the vice- president/s for finance, the director of Human Resources, and the officers of the Faculty Senate to discuss strategies to end the impasse and/or make changes in the proposed benefit change to reach a mutually acceptable proposal for action by the Boards.
- b. If, by February 20, an acceptable agreement is not reached through the efforts of the convened meeting(s), the president/s may report the disagreement to the Board/s or the Coordinate Finance Committee for its guidance in the matter from the perspective of the Board's governance prerogatives.

The benefit revision process will be concluded by the definitive action of the Boards or of a delegated subcommittee of the Boards at the direction of the Boards.

#### **2.12.2.4 Note on Members of Religious Orders**

Faculty members who are also members of Saint Benedict's Monastery, of Saint John's Abbey, or of other religious orders do not receive most of the employment benefits listed in 2.12.2.2. As agents of their communities, they are technically not employees of the college [university]. Their religious communities receive cash payments in place of such benefits.

#### **2.12.3 Status and Privileges of Retired Faculty Members**

The college [university] is committed to promoting close ties with its retired faculty members. As a result the following assistance and privileges are available to those who have retired from the faculty:

- a. The college [university] will provide meeting facilities for former faculty members who may wish to gather as a group and will, to the extent financially feasible, facilitate communication among them.
- b. Upon retirement, a faculty member will have available a college [university] identification card which provides access to recreational and athletic facilities, the library, bookstore, campus parking, and campus cultural, athletic, and educational events. Retired faculty members will be subject to the same policies, restrictions, and fees applicable to current full-time faculty.
- c. A retired faculty member may take any course at the college [university] tuition free. (See the policy on tuition reduction/remission for details on eligibility of spouses and children of retired faculty members.)
- d. Provided that retired faculty members keep their current addresses on file, the Office of Public Relations will assure that notices of major campus activities are sent to them.
- e. Retired faculty members may attend the meetings and other activities of their former departments. However, only those who have active faculty status by current appointment may vote in these meetings.
- f. Retired faculty members may participate in commencement exercises in appropriate academic dress if they so wish.
- g. Retired Emerita/us faculty members may make use of the services of the departmental secretary on a low-priority basis.

#### **2.13 Separation**

The college [university] or individual faculty members may find it necessary to sever

their contractual relationships. To protect the interests of both parties, categories of separation are here defined, and the policies and procedures related to each are set forth.

- a. resignation (2.13.1)
- b. retirement (2.13.2)
- c. non-reappointment of probationary faculty (2.13.3)
- d. separation due to prolonged mental or physical illness (2.13.4)
- e. layoffs (2.13.5)
- f. discipline and/or dismissal for cause (2.13.6)

### **2.13.1 Resignation**

Resignation is an action by which faculty members announce their intention to sever their relationships with the college [university].

#### **2.13.1.1 Resignation Effective at the End of a Contract Period**

Ordinarily a resignation is an announcement by a faculty member that he or she will be leaving the college [university] at the end of the current contract year. Because of the importance of planning for a replacement, faculty members should provide written notice of resignation to the provost, with a copy to the department chair [and/or the dean of the School of Theology], at the earliest possible time, but no later than the deadline for the return of contracts for the following year (as described in Section 2.2.4).

#### **2.13.1.2 Resignation Effective before the End of a Contract Period**

Although extremely rare, it is possible for a faculty member to seek to be released from a contract with the college [university] before its completion. A faculty member seeking release from contract should make a written request to the provost, with a copy to the department chair [and/or the Dean of the School of Theology] at the earliest possible date. All such resignations are subject to approval by the college [university]. In light of the extreme hardship such resignations cause, they are approved only in highly unusual circumstances.

#### **2.13.1.3 Resignation of Benedictines of Saint Benedict's Monastery [Saint John's Abbey]**

Faculty members who are sisters of Saint Benedict's Monastery [monks of Saint John's Abbey] are subject to reassignment by the prioress [abbot] to duties outside of the college [university]. A tenured/tenure-track faculty member so reassigned may request a leave from the college [university] in accord with Section 2.11.4. If the reassignment lasts longer than the maximum allowable time for such leaves, the sister [monk] resigns, but may be reappointed by the president at a later date, regaining previous faculty status. Such reappointment is subject to the usual procedures for preferential hiring, as described in Sections 2.3.3 and 3.1.

## **2.13.2 Retirement**

In accord with federal law, retirement occurs at the option of the faculty member, who should give due notice to the provost. After retirement, any appointments to the faculty are on a term-appointment basis (see Sections 2.1.3 and 2.1.4) and are mutually agreed upon by the individual faculty member and the vice provost in consultation with the appropriate department chair [and/or the dean of the School of Theology].

A description of the status and privileges of retired faculty members is contained in Section 2.12.3.

### **2.13.2.1 Early or Phased Retirement**

The college [university] occasionally develops extraordinary procedures both for early retirement and for a gradual reduction in teaching obligations for faculty members nearing retirement. Interested faculty members should contact the provost for details.

## **2.13.3 Non-reappointment of Probationary Faculty**

Even though probationary contracts are renewable annually (in accord with Sections 2.2.1.2 and 2.6.1), legitimate reasons for non-reappointment of a probationary faculty member may include but are not limited to the following:

- a. unfavorable reviews of the faculty member's performance based on the expectations identified in Sections 2.5 and/or 2.10,
- b. cancellation of or change in a program (as defined in Section 2.13.5.1.1),
- c. declining enrollment,
- d. need for reduction in staff, and/or
- e. incongruence between the teaching interests of the faculty member and the

educational goals of the college [university].

Following completion of the evaluation process (described in Section 2.6) appropriate for the probationary faculty member that year, any decision not to reappoint such a faculty member is made by the president, following consultation with the provost, vice provost, academic dean, department chair [the dean of the School of Theology if appropriate], and acting in accord with the college's [university's] policy on nondiscrimination (see Section 2.0.1).

### **2.13.3.1 Notice of Non-reappointment**

Notice of non-reappointment of a probationary faculty member must be given in writing by the following dates:

- a. in the first academic year of service, on or before March 1 (or at least 90 calendar days prior to the expiration of an initial, one-academic-year appointment, if it expires during an academic year);
- b. in the second academic year of service, on or before December 15 (or at least 180 calendar days prior to the expiration of the appointment if it expires during an academic year); or
- c. in the third or a subsequent year of service, on or before April 1 of the year prior to a final contract year, with the following exception: pending completion of a third-year review process, notice must be given by May 1.

In the event of a decision by the president not to renew a probationary appointment, the faculty member must be informed of the decision in writing. Upon subsequent written request to the provost within 30 days of the issuance of the president's decision, the faculty member must be advised in writing of the reasons which contributed to that decision, with such reasons being given within 30 days of the faculty member's written request.

### **2.13.3.2 Appeal of Non-reappointment**

A probationary faculty member who has not been reappointed may initiate a grievance in accord with Sections 2.15 and 4.1. The grounds for such a grievance are limited to those identified in Section 2.15.3.

### **2.13.4 Separation Due to Prolonged Mental or Physical Illness**

When a mental or physical illness becomes prolonged, the department chair, [and/or the dean of the School of Theology] the provost, vice provost, and/or academic dean consult with the faculty member in an attempt to assist with the problem, including

investigating the possibility of a formal leave. The college [university] may terminate a faculty contract in situations where a prolonged mental or physical illness or disability prevents the faculty member from fulfilling all or a substantial part of faculty responsibilities.

Upon request from the college [university], the faculty member shall present medical evidence of his or her state of health to the provost. Upon written request from the faculty member to the provost, the Rank and Tenure Committee will review the situation and send its recommendation concerning termination to the provost and the candidate. This recommendation becomes part of the provost's eventual report to the president.

In all such cases, the college [university] will make every effort to work within the disability program to ease the burden of any such termination as far as is contractually possible.

#### **2.13.4.1 Prolonged Illness of Non-tenured Faculty**

In the event that a non-tenured faculty member is unable to perform all or a substantial part of faculty responsibilities for a period in excess of six months, the college [university] may terminate the appointment, ordinarily effective at the end of the contract period. During the period of the prolonged illness, the absence will be coordinated with the faculty member's accrued sick leave, the provisions of the Family Medical Leave Act, and other applicable state or federal laws, rules, and regulations on leaves.

Termination of the contract of a non-tenured faculty member before the end of a contract period must be based upon medical evidence that the faculty member is and will be unable to perform the terms, conditions, and normal duties of the contract despite reasonable accommodation by the college [university]. The faculty member or his or her representative must be informed in writing of the reasons for the proposed action and must be afforded an opportunity to respond. After appropriate consultation, the president makes a final decision on the matter.

#### **2.13.4.2 Prolonged Illness of Tenured Faculty**

If a tenured faculty member is unable to perform all or a substantial part of his or her responsibilities for a period of more than six months, he or she may request a leave of absence without pay, following the regular procedures and time limits in Section 2.11. If sufficient recovery does not occur before the end of those time limits, the college [university] may terminate such a continuous contract at the end of a contract period. During the period of the prolonged illness the absence will be coordinated with the faculty member's accrued sick leave, the provisions of the Family Medical Leave Act, and other applicable state or federal laws, rules, and regulations on leaves.



The decision to terminate is made by the Executive Committee of the Board upon recommendation of the president and following appropriate consultation during which the faculty member or his or her representative has been informed of the reasons for the proposed action and has been afforded an opportunity to respond. The president makes a recommendation on the matter to the Executive Committee of the college's [university's] Board of Trustees, which makes the final decision.

#### **2.13.4.3 Appeal of Termination Due to Illness**

A faculty member whose contract has been terminated by the college [university] due to prolonged mental or physical illness may initiate a grievance in accord with Sections 2.15 and 4.1. The grounds for such a grievance are limited to those identified in Section 2.15.3.

#### **2.13.5 Layoffs**

Layoff is a separation action by which the college [university] terminates the appointment of a tenured/tenure-track faculty member without prejudice as to his or her performance. Although probationary faculty members may face non-reappointment in accord with Section 2.13.4 for the same reasons cited in this section, the pervasive effects of the forces causing layoffs ordinarily call for the broader policy considerations in this section to govern the layoff of both tenured and probationary faculty.

##### **2.13.5.1 Reasons for Layoff**

###### **2.13.5.1.1 Major Academic Changes**

Layoffs of tenured or non-tenured faculty may occur as the result of a major academic change, including discontinuation of a curricular requirement, an academic program or a department in whole or in part. A program is a coherent sequence of courses and/or education activities which offers a student an in-depth study of a field, discipline, or interdisciplinary focus, e.g., the Honors Program. Decisions about such major changes are made by the president upon receiving recommendations from the provost and the Faculty-Staff [Faculty] Assembly in accordance to Section 2.14.

###### **2.13.5.1.2 Financial Emergency**

Financial emergency is a rare and serious institutional crisis that requires urgent action on the part of the college [university] to reduce expenditures in response to reduced revenues. The college's [university's] Board of Trustees establishes and reviews the criteria for determining a financial emergency. The Board, upon recommendation of the president, who will have consulted with the faculty assembly,

formally declares a financial emergency if the Board judges a financial crisis meets the criteria. Because of the severity of the effects of financial emergency, the Board, president, and provost should make every effort to involve the faculty in the deliberation process leading up to such a declaration.

Subsequently, the faculty shall be represented in administrative processes relating to program reorganization and/or the curtailment or termination of instructional programs through the Academic Policies, Standards and Assessment Committee and in other ways listed below. The president and the Board have final authority in all matters related to financial emergency.

### **2.13.5.2 General Procedures for Layoffs**

All deliberations related to the major academic changes or financial emergency described above must consider the mission and goals of the college [university]. In order to protect the academic integrity of the curriculum, the decision-making process concerning layoffs should include tenure, rank, seniority, Benedictine preference, gender and racial composition, and a balance between the college and Saint John's University [the university and the College of Saint Benedict].

In situations requiring layoffs, the provost in consultation with the Academic Policies, Standards and Assessment Committee and the Faculty-Staff [Faculty] Assembly shall recommend action to the president, who will recommend action to the Board for approval. Such action may be to eliminate departments or programs in whole or in part or to distribute layoffs throughout the faculty so as to prevent the elimination of any program or department.

The college [university] will make a good faith effort to assist any tenured/tenure-track faculty member who is laid off in finding employment either at the college [university] or elsewhere. No replacement for such a laid off faculty member will be hired within a period of three years unless the terminated faculty member has been offered reappointment under conditions comparable to those held at the time of layoff, and has been given 60 days after written notice of an offer of reappointment within which to accept in writing. It shall be the duty of any laid off faculty member to keep the college [university] informed of his or her current address for purposes of this section. Notice sent to this address by the college [university] shall be presumed received if sent by certified mail.

### **2.13.5.3 Specific Procedures Concerning Layoffs**

#### **2.13.5.3.1 Notice of Layoff**

In the case of layoffs due to major academic changes, probationary faculty must receive notice by the deadlines indicated in Section 2.13.3.1. Tenured faculty must be

notified by April 1 of the year prior to their final contract year.

In the case of layoffs due to financial emergency, the appointment of a probationary faculty member may be terminated at the end of the current academic term in progress on the date of the decision of the Board to declare financial emergency. With the exception of the situation described in "Change in Contract Deadlines," Section 2.13.5.3.2 below, tenured faculty must be notified by April 1 of the year prior to their final contract year.

#### **2.13.5.3.2 Change in Contract Deadlines**

In the event of an actual or likely financial emergency, where short notices and effective action are necessary, the president, after consultation with the provost and the Academic Policies, Standards and Assessment Committee, may decide to postpone the issuance of contracts until May 31 and to serve notice by April 1 to non-tenured faculty of layoff after the current contract year pending a final decision on the severity of the financial problem. Such layoff of non-tenured faculty will become final only if a declaration of financial emergency is made by the Board by May 31.

In the situation where the issuance of contracts is postponed and the Board declares a financial emergency, tenured faculty members must receive notice of layoff from the president no later than May 31 of the year prior to their final contract year.

#### **2.13.5.3.3 Decisions Concerning Layoffs**

Decisions to lay off specific faculty are made by the president after receiving recommendations from the provost, who will have consulted with the vice provost and academic dean, the Rank and Tenure Committee, and appropriate program directors and department chairs, and the prioress [abbot] concerning issues of Benedictine preference.

As a part of the deliberation process leading up to a final decision by the president, the provost shall provide the appropriate committees (and make available to other interested parties) documentation concerning program integrity and the quality of the curriculum, as well as concerning tenure, rank, degrees, and seniority, enrollment and credit hours, gender and racial diversity, Benedictine presence, the locus of faculty appointment (both departmental and institutional), and other relevant issues.

#### **2.13.5.3.4 Order of Layoff within a Department or Program**

- a. Prior to involuntary dismissals, the following voluntary measures should be investigated:
  1. If a department must get by with one fewer person, it should consider retaining all faculty members but with a reduced salary and workload for each. Such an alternative should not be implemented without the

consent of all affected department members.

2. The possibility of voluntary early or phased retirement should be investigated.
- b. If necessary, involuntary reductions will occur in the following order:
1. In the case of a layoff caused by a major academic change, the first to be laid off within an academic department or program should be any administrators teaching there, except as necessary to avoid serious distortion of program integrity.
  2. Term-appointment faculty members (i.e., those who are neither probationary nor tenured) will be terminated next, except as necessary to avoid serious distortion of program integrity.
  3. Faculty members with probationary contracts are ordinarily terminated next, employing the criteria in the “General Procedures for Layoffs,” Section 2.13.5.2 above.
  4. The appointment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where serious distortion of the academic program would result, employing the criteria in the “General Procedures for Layoffs,” Section 2.13.5.2 above. The provost, in consultation with the vice provost, and academic dean, department chairs, and the Rank and Tenure Committee, makes a recommendation concerning extraordinary circumstances to the president who makes the final decision.

#### **2.13.5.4 Appeal of Layoff**

A faculty member whose contract has been terminated due to layoff may initiate a grievance in accord with Sections 2.15 and 4.1. The grounds for such a grievance are limited to those identified in Section 2.15.3. A layoff will not be delayed if an ongoing grievance is not completed by the effective date of the layoff; nor will the grievance procedure be interrupted or denied because a layoff has already occurred.

#### **2.13.6 Discipline and/or Dismissal for Cause**

Dismissal for cause is a severance action by which the college [university] terminates its contract with a faculty member for just cause. Any faculty member is subject to action under this section.

Just cause for dismissal must be directly and substantially related to the fitness of a faculty member to continue in his or her professional capacity and shall be determined in each instance by the president in accordance with the procedures outlined below.

Dismissal for cause will not be used to restrain a faculty member's academic freedom. Although affirming academic freedom as a right, the college [university] recognizes that, in some circumstances, the questions of academic freedom become enmeshed in questions of professional incompetence and irresponsibility. In the effort to distinguish between the sometimes confused issues, the guiding principle is that charges of professional incompetence or irresponsibility shall not be used to limit academic freedom; nor shall appeals to academic freedom be acceptable as a shield for professional incompetence or irresponsibility.

#### **2.13.6.1 Grounds for Discipline and/or Dismissal**

Dismissal proceedings may be instituted on the basis of the following grounds:

- a. professional incompetence;
- b. continued neglect of academic responsibilities in spite of oral and written warnings;
- c. serious personal misconduct;
- d. deliberate and serious violation of the rights and freedom of other faculty members, administrators, or students;
- e. conviction of a crime directly related to the faculty member's fitness to practice his or her profession;
- f. serious failure to follow the canons and professional ethics of his or her discipline;
- g. falsification of credentials and experience; or
- h. failure to comply with professional or academic policy within the *Faculty Handbook* after oral and written warnings.

[Saint John's University Handbook only: Faculty members who are monks of Saint John's Abbey or who are employed as agents of other religious institutes, or who are Catholic priests, may be dismissed for lack of canonical good standing.]

### **2.13.6.2 Progressive Discipline of Faculty Members**

Ordinarily, dismissal for cause will be preceded by a written admonition from the appropriate administrative officer describing the alleged problem and warning that the faculty member's contract status is in jeopardy. (See Section 2.13.6.4, "Urgent Action," for the exception.) The warning must also stipulate a period of time within which the correction of the alleged problem is expected. If the faculty member does not contest the allegation and fulfills his or her duties, the matter is settled. If the faculty member fails to correct the problem, dismissal procedures or a lesser sanction may be applied.

### **2.13.6.3 Action Short of Dismissal**

Depending on the circumstances and the past merits of the faculty member, the president, for one or more causes listed in Section 2.13.6.1, may elect to impose a disciplinary action short of dismissal, such as temporary suspension for up to a year (with total or partial discontinuance of all salaries and benefits), suspension of all promotion and salary increments, or the suspension or withdrawal of all faculty privileges.

### **2.13.6.4 Urgent Action**

In unusual circumstances, the president may take disciplinary action without previous citation or warning. An immediate suspension of a faculty member may occur when it is determined by the president that there is a strong likelihood that the faculty member's continued presence poses an immediate threat of harm to the college [university], to its students, or to other individual members of the college [university] community. Such suspension shall be with pay and shall last only as long as the threat of harm continues or until dismissal for cause occurs.

### **2.13.6.5 Dismissal Procedures**

In every instance, dismissal for cause will include the following steps:

- a. Written notice is provided to the faculty member from the provost that a recommendation of a dismissal for cause will be made to the president. This notice shall contain a written statement of the grounds on which the recommendation is to be made and a brief summary of information supporting such grounds.
- b. A reasonable opportunity is made available for the faculty member to meet with the provost to present his or her defense against the dismissal recommendation before the provost's recommendation is formally made.
- c. A reasonable opportunity is made available for the faculty member to meet

with the president to present his or her defense against the dismissal recommendation prior to the president's decision, unless the president has already decided against dismissal.

In any case involving dismissal for cause, the burden of proof that just cause exists shall be on the college [university], which proof shall be by clear and convincing evidence in the record considered as a whole.

The Rank and Tenure Committee shall serve in an advisory capacity to the president and will review cases at the request of the president or the faculty member being disciplined for cause, whether the threatened sanction is dismissal or some action short of dismissal. The president's decision after such a review shall be final.

#### **2.13.6.6 Appeal of Dismissal for Cause**

A faculty member subject to action short of dismissal or whose contract has been terminated for cause may initiate a grievance in accord with Sections 2.15 and 4.1. The grounds for such a grievance are limited to those identified in Section 2.15.3.

### **2.14 Academic Program Reduction, Impaction, Merger, and Closure**

#### **2.14.1 Overview**

The implementation of the Board policy on “Academic Program Reduction, Impaction, Merger, and Closure” requires a process consistent with the faculty’s leadership role in the curriculum. This policy is focused on making changes in some parts of the academic program with a reallocation of resources to other parts of the academic program with the overall result of enhancing learning and sustaining more effectively the Coordinate Academic Mission. The consultative process involves distinct steps and specific forms of review of evidence prior to the president’s/s’ making a recommendation to the Board/s regarding change in the academic program offered by Saint John’s University and the College of Saint Benedict.

This policy establishes the procedures, criteria and data sources to be used in any “major academic changes,” within the meaning of 2.13.5.1.1.

#### **2.14.2 Definitions**

For the purposes of this policy, the following terms are defined as follows:

- a. “Academic program” refers to a coherent sequence of courses and/or educational activities which offers a student an in-depth study of a field, discipline, or interdisciplinary focus.

- b. "Program reduction" refers to the elimination of part of an academic program; a "part" may be a sequence of courses, a track, a concentration, or a minor in a major field or program of studies offered to students in the catalog.
- c. "Program impaction" refers to a very significant restriction of program investment beyond typical administrative management practice to minimize extraordinary negative programmatic investment/expenditure impacts on other academic programs and/or the faculty more generally.
- d. "Program merger" refers to the combination, through administrative action, of the faculty of two or more academic programs and/or departments; one consequence of program merger could be program reduction.
- e. "Program closure" refers to the elimination of an academic program (usually a major or concentration) offered to students in the catalog.

### **2.14.3 Process**

The process leading to the reduction, impaction, merger or closure of academic programs may originate in either of the following ways:

- a. Within the faculty committee system, Academic Budget and Planning Committee (ABPC) and Academic Policies, Standards, and Assessment Committee (APSAC) may bring motions to the Joint Faculty Assembly to recommend the reduction, impaction, merger or closure of an academic program(s).
- b. Through the provost

### **2.14.4 The Process When Policy is initiated by the Provost**

Implementation of this policy shall be initiated by the provost and must, before any recommended reduction, impaction, merger or closure is implemented, follow the following distinct steps: 1) Declaration of intent to activate the policy; 2) Announcement of specific recommendations; 3) Committee deliberation and action; 4) Joint Faculty Assembly deliberation and action; 5) Final action by presidents; 6) Final action by Boards.

#### **2.14.4.1 Declaration**

- a. Declaration and Consultation

The chair and vice-chair of the Joint Faculty Assembly and the Faculty



Governance Coordinating Committee are informed of the administrative intent to activate the policy through the provost who will consult with the president/s, deans and finance officers about the appropriateness and necessity of implementing the policy in any given year. Any administrative declaration which seeks implementation during an academic year must be made on or before the first working day in September of that academic year. The declaration by the provost will specifically identify the program/s under review for potential policy action during the academic year.

The academic administration is limited to using the procedures of this policy in unusual circumstances and in accordance with Board policy for the sake of academic quality and responsible investment in the range and depth of academic program and majors offered.

The provost will consult with the Academic Policies, Standards, and Assessment Committee and the Academic Budget and Planning Committee. No *ad hoc* committees will be formed except as subcommittees or task forces from those committees at the action of the committee chairs or the leadership of the Joint Faculty Assembly.

The provost is obligated to consult as defined by the review process with the academic deans and departmental or program chairs of academic units to be affected by the policy as applied to any specific academic program. Enrollment Management will be required to provide a specific limited enrollment impact comment on any programs or departments that would be affected by any proposed policy action.

b. Providing Evidence and Information Supporting Declaration

At the time of the declaration, and to the extent feasible, the provost will provide to the faculty information on academic programs under review, with comparisons to other College of Saint Benedict/Saint John's University academic programs, including:

1. An analysis of "program centrality" to the academic mission, including
  - a. History of the program at these institutions;
  - b. Program's place within the coordinate and institutional mission statements;
  - c. Program's place within the current strategic plan;
  - d. Relationship to the Catholic, Benedictine and liberal arts traditions of the institutions;

- e. Other aspects pertinent to the program's fit within the academic mission.
2. The following data on academic programs:
    - a. Number of majors awarded;
    - b. Number of majors per FTE faculty member;
    - c. Student credit hours per FTE faculty member;
    - d. Faculty compensation program costs per student credit hour;
    - e. Departmental non-compensation and support and administrative compensation costs per student credit hour;
    - f. Capital or extraordinary program costs per student credit hour.
  3. This data may be presented in a variety of ways chosen by the provost; however, they also must be presented as three-year moving averages. If implemented in September 2003, the data will be provided for the previous five academic years. With September 2004 and in subsequent years, the data will be provided for the previous six academic years.
  4. The provost may also provide other data pertinent to the program to assess its institutional contribution.

#### **2.14.4.2 Announcement of Specific Recommendations**

The completion of the process from declaration of intent to activate this policy to the announcement of the provost's specific recommendations on program reduction, impaction, merger, and closure shall be not less than 20 working days (with "working days" defined by Section 4.1.2). At the time of the announcement of the provost's recommendations, the provost shall provide a written statement explaining which of the following reasons support the recommendation:

- a. An academic program or major can be found to be not as central to the achievement of the coordinate academic mission, as other academic programs or majors because resources need to be reallocated to other higher priority academic programs and majors.
- b. The level of academic quality expected of the liberal arts character of the institutions is not being consistently met by the program or major.
- c. The academic set of programs and majors as a whole are beyond long-

term institutional fiscal resources to support them all appropriately.

- d. Student demand for the program or major has reached an unviable status in terms of cost of student learning.
- e. Necessary investments to achieve or sustain acceptable levels of academic quality for the program or major cannot be supported.

#### **2.14.4.3 Committee Deliberation and Action**

Following the announcement of the provost's recommendations, the Academic Policies, Standards and Assessment Committee and Academic Budget and Planning Committee will formulate resolutions regarding the provost's recommendations, during a period of time not to exceed 20 working days. During this time, faculty in affected programs are obligated to present whatever perspectives and evidence they may have, regarding the provost's recommendations, to the committees. Within this time period, faculty committees in the consultative process are required to make recommendations to the Faculty Senate for proposed actions for each specific programmatic recommendation.

#### **2.14.4.4 Joint Faculty Assembly Deliberation and Action**

- a. The Joint Faculty Assembly will receive and evaluate recommendations regarding the provost's recommendations from the Academic Policies, Standards and Assessment Committee and the Academic Budget and Planning Committee for Joint Faculty Assembly action.
- b. Resolutions may be proposed, amended and voted on by the Joint Faculty Assembly in accordance with its usual procedures. Following the vote of the Joint Faculty Assembly, the Academic Policies, Standards, and Assessment Committee will prepare a written report, to be delivered to the presidents, summarizing the faculty discussion and the reasons for the vote. The presidents shall consider such written report prior to making their recommendations to the Boards.
- c. Joint Faculty Assembly action will occur in a timely manner, within 20 working days of the completion of the committee action phase.
- d. Data to be used in review process by all parties:
  - 1. Trend data, particularly over the past 10 years (to the extent feasible) will be extensively used.
  - 2. Data for the review may come from many sources of information, including but not limited to:
    - a. Integrated Postsecondary Education Data System (IPEDS)
    - b. Program reviews,

- c. Academic assessment plans,
  - d. Departmental annual reports,
  - e. Registrar's Office statistics,
  - f. General education contribution information,
  - g. Student and alumni achievement data,
  - h. Accreditation reports where they are relevant,
  - i. Board of Trustees approved Strategic Plan,
  - j. Enrollment Management statistics.
- e. Criteria to be used in assessing any recommended program action are:
- 1. Centrality of program to academic mission
  - 2. Quality
  - 3. Cost
  - 4. Potential for growth and quality

#### **2.14.4.5 Final Action by Presidents and Boards**

Presidents will make a final recommendation to the Boards for their approval. The final results of Joint Faculty Assembly actions will be forwarded for full consideration by the Academic Affairs Committee of the Boards through the provost and the faculty representative to that committee. The recommendations of the provost and the recommendations of the presidents will also be forwarded to the Academic Affairs Committee at that time. Presentation of faculty actions and deliberations will take place at the meeting or meetings scheduled for final committee recommendation and action to the Boards. As the Academic Affairs Committee of the Board and the full Boards deliberate on programmatic recommendations under the Board policy, they will consider, among a number of other things, any written faculty votes, resolutions and reports. Opportunities will be provided in the meeting agenda of the Academic Affairs Committee and the Boards, at which final action on a proposed academic program reduction, impaction, merger or closure is scheduled to be taken, for the chair and vice- chair of the Joint Faculty Assembly to address the committee and the Boards prior to final determinative action.

The faculty's advisory role is to be honored to the largest extent feasible given its leadership role in curriculum development and quality assurance relative to all academic programs and departments. The Board's/s' role is determinative related to its exercise of its governance responsibilities.

If any decision results in the involuntary layoff of any faculty member, all requirements of *Faculty Handbook* Section 2.13 will be followed.

In implementing this policy, all requirements of the North Central Association of Colleges and Secondary Schools, that students admitted to a program be permitted to finish that program before it is eliminated, will be followed.

## **2.15 Grievance Procedure**

### **2.15.1 Intent**

The college [university] recognizes the importance of a process for attending to grievances properly, without fear of prejudice or reprisal on the part of anyone bringing a grievance or anyone being grieved against. Accordingly, the college [university] encourages the informal and prompt settlement of grievances and, if necessary, the use of the orderly processes set forth in this grievance procedure, designed to protect due process and academic freedom and to respect professional conduct.

With the exception of the appendices to Part II, comprising the "Joint Human Rights Policy" and Section 3.5 comprising the "Joint Sexual Misconduct Policy" (for which the "Joint Complaint Procedure for Human Rights Violations" and the "Joint Complaint Procedure for Sexual Misconduct Violations" respectively apply), the college [university] intends that these procedures be the sole method for the resolution of all grievances.

When a grievance substantially similar to a grievance initiated under these procedures has been filed with an outside agency, the grievant shall agree to postpone it, if possible, until the college [university] grievance procedure has run its course. An exception may be made to this policy when a delay, caused by the time needed to complete the college [university] grievance procedure, interferes with the grievant's opportunity to pursue the outside claim. This exception applies only to claims with an outside agency, not to bringing suit in a court of law. In addition, any grievance which has been filed and resolved by an outside agency cannot then be presented as a grievance under these procedures.

### **2.15.2 Scope of the Grievance Procedure**

The scope of this grievance procedure is limited.

- a. The grounds for any grievance are limited to those identified in Section 2.15.3.
- b. The objectionable action(s) being grieved must fall under policy, procedures, rights, and/or standards of conduct identified in Part II (including its appendices), Part III, or Part IV.
- c. Allegations related to the “Joint Human Rights Policy” and “Joint Sexual Misconduct Policy” are to be investigated employing the “Joint Complaint Procedure for Human Rights Violations” and the Joint Complaint Procedure for Sexual Misconduct Violations”, and not by this grievance procedure.
- d. If a faculty member simultaneously alleges a grievable violation and a human rights or sexual misconduct violation, the allegations will be separated, if possible, and both types of allegations will be investigated through their respective processes. If they cannot be separated, they will be investigated pursuant to the Joint Complaint Procedure for Human Rights Violations or the Joint Complaint Procedure for Sexual Misconduct Violations, as appropriate.

The College [university] strive to ensure that harassment and discrimination in violation of the Joint Human Rights Policy and Joint Sexual Misconduct Policy do not occur. Faculty who have concerns about potential violations of either of these policies should bring those concerns to the attention of the Human Rights Officer as soon as possible. If a faculty member is grieving allegations that are separable from, but related to, an alleged violation of the Joint Human Rights Policy or the Joint Sexual Misconduct Policy, the grievance process may be delayed, at the direction of the Provost, for a reasonable period not to exceed 60 days, pending the outcome of the Joint Complaint Procedure for Human Rights or Sexual Misconduct Violations.

- e. In particular, Parts I and V do not come under this grievance procedure.

### **2.15.3 Grounds for Initiating a Grievance**

A grievance procedure may be initiated when a faculty member or a group of faculty members makes either or both of two types of claims: an allegation of a violation of rights, policies, procedures, or standards; or an allegation of inadequate consideration of the evidence. Although both types of allegations would be investigated by a single *ad hoc* grievance committee (in accord with Section 4.1 below), these two are distinguished because of the somewhat different procedures entailed in the latter case.

#### **2.15.3.1 Violation of Rights, Policies, Procedures, or Standards**

A grievance may be initiated when a faculty member or group of faculty members claims that there has been:

- a. A violation of policy or procedure of these institutions as set forth in the *Faculty Handbook* other than a violation of the Joint Human Rights Policy or Joint Sexual Misconduct Policy; or
- b. an infringement of the rights of an employee or employees of these institutions as set forth in the *Faculty Handbook* which relates to compensation, appointment or reappointment, tenure, promotion, dismissal, suspension, reassignment, or layoff; or
- c. unprofessional conduct or a violation of the academic freedom and integrity standards applicable to faculty (Section 2.10).

### **2.15.3.2 Inadequate Consideration**

If a faculty member alleges that a decision by the college [university] concerning contract status, tenure, or promotion was based on inadequate consideration of the evidence, a grievance may be initiated. An allegation of inadequate consideration refers to a procedural rather than a substantive issue. The substance of a decision, i.e., the judgment as to what outcome is warranted by the evidence, is not grievable. Rather, the standard of adequate consideration suggests questions such as whether those named in a grievance sought out and conscientiously considered all relevant evidence and standards, whether they excluded irrelevant and improper evidence and standards, and whether they made a good faith exercise of professional academic judgment.

### **2.15.4 Grievance Procedures**

The precise mechanism(s) for filing and dealing with a grievance are found in Section 4.1.

## **2.16 Procedures for Revision of the *Faculty Handbook***

The college [university] and the Faculty-Staff [Faculty] Assembly commit their good faith efforts to the following procedures for revision of the *Faculty Handbook* in order to achieve agreement on policy issues affecting faculty employment. That commitment shall not prejudice the responsibility and authority of the college's [university's] Board of [Trustees] to exercise its prerogatives to govern and administer the college [university].

The procedure outlined below is based on three interconnected principles:

- a. First, it tries to satisfy the need for an orderly manner of allowing all segments of the institution to contribute, each in a proper capacity, to the formulation or alteration of policy statements.
- b. Second, it attempts to make the process of revision effective by introducing into it the principle of self-limitation, which prevents endless debate and allows particular issues to be brought to decisive action.
- c. Finally, it recognizes the fact that the approval of policy, however formulated or proposed, is among the powers reserved to the college's [university's] Board of Trustees.

### **2.16.1 Scope of this Policy**

- a. Changes in employment benefits for faculty are covered in Section 2.12.2.3. The complete revision procedure outlined in Section 2.16 governs all other changes in Part II (i.e., Sections 2.0 through 2.16), as well as in any appendices to Part II.
- b. An abbreviated revision procedure requiring only the approval of the faculty and the president (but not the college's [university's] Board of Trustees. (i.e., Sections 2.16.2 through 2.16.3.e) governs changes to Part IV, "Faculty Procedures," and Part V, "Faculty Governance."
- c. Editorial changes to the *Faculty Handbook*, which are not deemed to be substantive in nature by the Faculty Handbook Committee, are not governed by this revision process. Editorial changes to the *Faculty Handbook* are implemented by the Faculty Handbook Committee on an ongoing basis. These editorial changes will be announced and posted electronically to allow for a 30- day response prior to implementation.
- d. Part I and Part III are not covered by this revision process. Amendments to these parts of the *Faculty Handbook* occur by administrative update.

### **2.16.2 Proposed Revisions**

Revision proposals governed by the policy can be made by the Faculty Handbook Committee or any person or group (i.e., committee, board, council) connected with the college [university]. Although the manner of making such proposals is a matter of individual style and custom, it is nevertheless recommended that:

- a. proposals be made in the form of texts intended as an addition to or a replacement of, in whole or in part, some current sections of the *Faculty Handbook*;
- b. a particular proposal contains no more than one alteration of substance;



- c. a brief explanation of the reason(s) for proposing that revision accompanies the proposal; and
- d. recognized governing bodies or committees pass such proposed amendments by a simple majority vote of such a body or committee.

### **2.16.3 Processing of Proposals to Revise the *Faculty Handbook***

The following procedures are based on the need for common discussion by the faculties of both the College of Saint Benedict and Saint John's University, accomplished at their Joint Faculty Assembly. Action to approve any revision to Part II is taken by each Assembly separately, subject to the provisions of Section 2.16.5, "Revision of Joint Sections of the College of Saint Benedict and Saint John's University Handbooks." Action to approve any revision to Parts IV and V is taken by the Faculty Senate. All parties to this revision process should keep in mind the importance of final Board action on proposed revisions to Part II prior to the issuance of contracts for the next year (see Section 2.16.6.a below).

- a. Regardless of origin, all proposals will be considered by the Faculty Handbook Committee, which may choose one of the following courses of action:
  - 1. it may receive a particular proposal and transmit it without change or comment to the Faculty Senate and then the provost, who will notify the president and secure acceptance, rejection, or proposed amendments to the proposals;
  - 2. it may endorse it and transmit both its endorsement and the original proposal to the Faculty Senate and then the provost, who will notify the president and secure acceptance, rejection, or proposed amendments to the proposals;
  - 3. with the consent of the party submitting the proposal, it may amend the proposal before transmitting it to the Faculty Senate and then the provost, who will notify the president and secure acceptance, rejection, or proposed amendments to the proposals; or
  - 4. if the party submitting the proposal does not agree to such alterations or amendments, the Faculty Handbook Committee may reject the proposal, sending written notice of its reasons to the one submitting the proposal, with a copy to the chair of the Faculty Senate. The one submitting the proposal retains the right to make a direct request to the leadership of the Faculty Senate in accord with usual Assembly procedures.

- b. The Faculty Senate shall consider the proposed amendment and the separate Assemblies of the College of Saint Benedict and Saint John's University shall either accept or reject the proposal(s), by a simple majority vote of each body. The Faculty Senate may modify the proposal and accept the modification or it may return the proposal to the Faculty Handbook Committee for further work or modification.
- c. The chair of the Faculty Handbook Committee notifies the provost, who will alert the president of any action taken by the Assembly, sending a copy of the notification to the chair of the Faculty-Staff [Faculty] Assembly.
- d. The president may accept, reject, or propose amendments to the proposal(s).
- e. Should the president disagree with the proposed amendment, the Faculty Handbook Committee, the president, the provost and the officers of the Joint Faculty Assembly shall meet to discuss the next steps. These steps may include further study, modification, and/or resubmission of the proposal to the Faculty Handbook Committee and the Joint Faculty Assembly and reconsideration by the president.
- f. If in agreement with the proposed amendment to the *Faculty Handbook*, the president submits it to the Board. If after serious efforts to reach agreement such agreement is still not possible, the president may report that disagreement to the Board for its guidance in the matter from the perspective of its governance prerogatives.
- g. Before definitive action on the proposal(s), the Board of Trustees [Regents] may commission an authorized Board subcommittee to meet with the Faculty Handbook Committee, the president, the provost and the officers of the Joint Faculty Assembly to discuss final adjustments in the revisions. The adjusted proposal will be sent back to the Assembly for a vote only if those adjustments are deemed significant by the faculty members involved.
- h. Finally, the revision process is concluded by the definitive action of the Board (or of a delegated subcommittee).
- i. The president or the provost as delegated by the president will write to the chair of the Faculty Handbook Committee to report the Board's decision, sending a copy to the chair of the Faculty-Staff [Faculty] Assembly.

#### **2.16.4      Emergency Procedure**

#### **2.16.4.1 Amendments to Part II or Its Appendices**

When the Faculty Handbook Committee, the president, and the chair of the Faculty-Staff [Faculty] Assembly agree that in the best interests of the college [university] an immediate modification in Part II is necessary, they may petition, through the president, the provost, and the chair of the college's [university's] Board of Trustees, for a special Board review of a specific change at the next regular or an emergency meeting of the Board. It shall be fully at the discretion of the college's [university's] Board of Trustees to accept or reject such a petition.

#### **2.16.4.2 Amendments to Part IV or Part V**

When the Faculty Handbook Committee, the president, the provost, and the chair of the Faculty Senate agree that in the best interests of the college [university] an immediate modification in Part IV or Part V is necessary, they may call a special meeting of the Joint Faculty Assembly in accord with Assembly procedure for the purpose of voting on the proposed modifications.

#### **2.16.5 Revision of Joint Sections of the College of Saint Benedict and Saint John's University Faculty Handbooks**

Amendments to sections of the *Faculty Handbook* which are the same or substantially the same between the College of Saint Benedict and Saint John's University, and which require separate action within the two institutions, become effective only when the approval process is completed at both institutions. However, either Board may approve explicitly a change in one *Faculty Handbook* that is not approved by the other, in accordance with the other procedures of Section 2.16.

#### **2.16.6 General Rules of Implementation**

- a. Any amendments to the contractual portions of the *Faculty Handbook* (i.e., Part II or its appendices) that are approved in accord with this policy by the date of the issuance of faculty contracts (see Section 2.2.4) will take effect with the start of the next contract year. Any grand parenting provision will be specific to a given policy and so noted in specific language. Amendments to the contractual portions of the *Faculty Handbook* that are approved after the date of the issuance of faculty contracts may take effect prior to the start of the next contract year upon the mutual consent of the Faculty-Staff [Faculty] Assembly, the president, and the Board.
- b. Amendments to all other parts of the *Faculty Handbook* (i.e., Parts I, III, IV, and V) may become effective at once or at a later time, as determined by those responsible for their approval.

- c. All new members of the faculty shall receive a copy of the *Faculty Handbook* by the time of their initial contract offer. The copy should contain any changes in the *Faculty Handbook* already approved for the relevant contract period, but even initial contracts issued earlier will be subject to later amendments to Part II approved in time to be included in the contracts of continuing faculty members for that same contract period.
- d. Continuing members of the faculty will receive copies of any approved amendments from the Office of the Provost in a timely manner.
- e. The provost shall be responsible for keeping the official record of all revisions to the *Faculty Handbook*, whether accomplished through this policy or, for appropriate sections (see Section 2.16.1), through administrative update.
- f. A copy of the *Faculty Handbook* with current revisions will be available for inspection during regular hours at the Office of the Provost and in the libraries.

## Appendix A

### JOINT HUMAN RIGHTS POLICY

*For*

### The College of Saint Benedict and Saint John's University

#### I. PURPOSE, SCOPE AND DEFINITIONS

**A. Purpose.** The College of Saint Benedict ("CSB") and Saint John's University ("SJU") are committed to creating and maintaining an environment in which all members of the community are aware of and respect the rights and human dignity of every other member. Discrimination and harassment based on race, religion, color, national origin, sex, sexual orientation, age, marital status, disability or other legally protected category or characteristic are reprehensible and are antithetical to the mission of these institutions. CSB and SJU have zero tolerance for unlawful discrimination and harassment.

Discrimination or harassment relating to race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, or other legally protected category or characteristic is not only a violation of this policy and our values but it is also prohibited by both state and federal law, under such laws as:

- Title VII of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, religion, and national origin in employment;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, including sexual harassment, sexual violence, and other forms of sexual misconduct;
- The Americans with Disabilities Act of 1992, which prohibits discrimination on the basis of disability;
- The Minnesota Human Rights Act, which prohibits discrimination on various grounds; and
- Other state and federal laws.

**B. Scope.** This policy applies to all students, faculty, and staff of CSB and SJU. Other individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including but not limited to, vendors, prospective students, prospective employees, and visitors to campus, are also required to comply with the provisions of this policy. All community members must abide by this policy at all times, whether on campus or away from campus, when engaged in activities sponsored by the institution or which otherwise

relate to the institution or its business. Such activities include, but are not limited to, professional meetings, classes, practica, seminars, study abroad programs, and all other activities involving or relating to the institution. i

## C. Definitions.

1. **Discrimination.** In the context of human rights, discrimination refers to unfair and/or unequal treatment of an individual or group when based upon legally protected characteristics, including race, religion, color, national origin, sex, sexual orientation, age, marital status, and disability. Some civil rights laws applicable to employees and students may also include affirmative obligations requiring CSB and SJU to provide reasonable accommodations to members of certain protected classes. For example employees who have disabilities may request a reasonable modification of their job duties or some other accommodation to assist them in performing the functions of their jobs. With regard to students with disabilities, CSB and SJU are obligated to provide reasonable modifications to their practices, policies and procedures and auxiliary aids and services to ensure that such students have an equal opportunity to participate in, and enjoy the benefits of the educational programs offered by CSB and SJU.

2. **Harassment.** Harassment is defined in part as follows:

Verbal, non-verbal, or physical conduct that denigrates or shows hostility or aversion toward an individual or a group of individuals because of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, or other legally protected category or characteristic when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational experience; or submission or rejection of such conduct by an individual is used as the basis of employment decisions or academic/educational decisions affecting such individual (**Quid Pro Quo Harassment**);
- such conduct has the purpose or effect of substantially and unreasonably interfering with an individual's work or educational experience or creating an intimidating, hostile, or offensive working, residential, or educational environment (**Hostile Environment Harassment**).

**Examples of Harassment.** The determination of what constitutes harassment depends upon the specific facts of each situation in the context in which the conduct occurs. Harassment may take many forms. It may be subtle and indirect, or blatant and overt. It may occur between peers or between individuals in a hierarchical relationship. If it meets the conditions set forth in the above definition, conduct such as the following may be considered discriminatory harassment:

- epithets, slurs, negative stereotyping, obscene gestures, leering, insults, or threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, sex, sexual orientation, age, marital status, disability or other legally protected category or characteristic;
- written or graphic material that is used for the purpose of denigrating or showing hostility or aversion toward an individual or a group of individuals because of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, or other legally protected category or characteristic;
- unwelcome and inappropriate physical contact related to race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, or other legally protected category or characteristic, including without limitation, unwanted touching and assaultive conduct.

**3. Sexual Harassment.** One type of harassment is sexual harassment. Sexual harassment and other forms of sexual misconduct are prohibited by both this policy and by the Joint Sexual Misconduct Policy. See the [Joint Sexual Misconduct Policy](#) for more information on conduct that constitutes sexual harassment and sexual misconduct.

**4. Hostile Environment.** Hostile Environment harassment is established when harassment (as defined above) is so severe or pervasive that it has the purpose or effect of substantially and unreasonably interfering with an individual's work or educational experience or creating an intimidating, hostile, or offensive working, residential, or educational environment. CSB and SJU will consider the following questions, in addition to other factors, in determining if there is a hostile environment:

- Is the conduct based on an individual's race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, or other legally protected category or characteristic?
- Was it a single incident or a pattern of incidents? If it was a single incident, how severe was the conduct?
- Was the conduct physical, verbal or both?
- How frequent was the conduct?
- Would other people subjected to such conduct feel that the conduct creates an intimidating, hostile, or offensive working, residential, or educational environment?

CSB and SJU may take action, including disciplinary action, to stop and remedy conduct that could lead to the creation of a hostile environment.

## 5. Other Important Terms.

1. **Community** and **institutions** refer to the College of Saint Benedict and Saint John's University, and in the case of community, all of their students, faculty and staff, and associates.
2. **Campus** refers to the grounds of the College of Saint Benedict and Saint John's University.
3. **Campus authorities** refer to the Department of Security at the College of Saint Benedict, Life Safety Services at Saint John's University, and/or the Human Rights Officer(s) ("HRO"), Dean(s) of Students, or Title IX Coordinators.
4. **Student** refers to any person enrolled in the College of Saint Benedict, or Saint John's University, whether undergraduate or graduate.
5. **Supervisor** refers to administrators, department chairs, faculty, residence directors, faculty residents, staff persons, and others who have the responsibility for faculty, staff, or students' terms and/or conditions of employment or education.
6. **Associate** refers to any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing



business at or with CSB and/or SJU, including members of Saint John's Abbey or Saint Benedict's Monastery.

7. **Third Party** refers to an individual or entity who is not a member of the campus community but whose activities bring them into contact with members of the campus community, including, but not limited to, visitors to campus, alums, and prospective students and prospective employees.
8. **Title IX Coordinators** are officials from CSB and SJU who have been appointed by their respective institutions to address issues of gender-based discrimination and sexual misconduct. The Title IX Coordinators for each institution are listed in the contact information at the end of this policy.

## II. POLICY

**A. Policy Statement.** CSB and SJU prohibit harassment and discrimination on the basis of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, or other legally protected category or characteristic. CSB and SJU will investigate and promptly seek the equitable resolution of allegations of conduct that violates this policy.

**B. Academic Setting.** It is not the purpose or the intent of this policy to discourage the open discussion of controversial issues or the free exchange of opinions and ideas occurring within the academic setting. CSB and SJU are committed to the principles of free inquiry and free expression within the context of the Catholic and Benedictine traditions and in accordance with the principles of human rights and dignity. Respect for these principles requires that members of the community are open to the expression of opinions of others though they may not share the same views.

Whatever the boundaries of free inquiry and expression, every member of the community should be attentive to the feelings and sensibilities of others, and should demonstrate the high standards of civility and good taste that reflect mutual respect, understanding and sensitivity among all members of our diverse community. In particular, members of the faculty represent the institutions and have a special role and position of authority with respect to students. They should treat students with respect and dignity and should be particularly sensitive to the impact of their words and opinions.

All members of the academic community have the right to participate in the academic enterprise without discrimination on the basis of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, or other legally protected

category or characteristic. **Discriminatory harassment on the basis of these categories is not protected expression.**

### **III. REPORTING RESPONSIBILITIES**

**All Community Members.** All community members (faculty, staff, students, and associates) who have experienced or observed others experiencing what they believe to be incidents of discrimination or harassment are expected to report such conduct to a Human Rights Officer promptly (see contact information noted at the end of this policy document). All community members are responsible for being fully familiar with the Joint Human Rights Policy and the Joint Sexual Misconduct Policy. In addition, all third parties are encouraged to report alleged incidents of discrimination or harassment to a Human Rights Officer.

**Supervisors.** Supervisors have the further responsibility to use their best efforts to assure that discrimination and harassment do not occur and to report to the Human Rights Officer all conduct of which they have knowledge that may violate this policy.

### **IV. COMPLAINT PROCEDURE**

Complaints involving human rights issues will generally be processed and considered pursuant to the Joint Complaint Procedure for Human Rights Violations. Because of the unique issues involved in sexual misconduct cases, when a complaint involves allegations of sexual misconduct, the complaint will be processed according to the Joint Sexual Misconduct Complaint Procedure. CSB and SJU strive to treat all who are involved or implicated in human rights complaint procedures in a fair and equitable manner.

### **V. CONFIDENTIALITY**

Because of the sensitive nature of human rights complaints, the need to protect the privacy of the parties, the need to ward against retaliation, and the interest in resolving complaints as quickly and effectively as possible, the institutions will strive to keep human rights complaints as confidential as possible. Generally, CSB and SJU will only inform those officials and individuals who have a need to know that a complaint was made.<sup>1</sup>

Notwithstanding the preceding paragraph, CSB and SJU have an obligation to investigate complaints under this policy and to take reasonable steps to prevent ongoing harassment, discrimination, sexual misconduct, and related retaliation, so strict confidentiality may not be guaranteed when a person makes a report to a Human Rights Officer, the Title IX Coordinator, or to a person considered a “supervisor” under this policy. If a complainant asks the Human Rights Officer(s), the Title IX Coordinator, or another supervisor that his or her name or other identifiable

information not be revealed, CSB/SJU will evaluate the request in the context of their responsibility to provide a safe and nondiscriminatory environment for all students, staff, and faculty. Individuals wishing to discuss an incident confidentially have resources available to them. In general, the law recognizes and protects the confidentiality of communications between persons seeking care from a medical or mental health professional. The medical and mental health professionals at CSB/SJU respect and protect confidential communications from students, faculty, and staff to the extent they are legally able to do so. Any of these professionals may have to breach a confidence, however, when he or she perceives an immediate and serious threat to any person or property. In addition, medical and mental health professionals are required by law to report any allegation of sexual assault or other abuse of a person under 18. Please refer to the Joint Policy for Reporting Suspected Child Abuse at [https://www.csbsju.edu/Human-Rights/Child- Protection/Reporting-Suspected-Child-Abuse.htm](https://www.csbsju.edu/Human-Rights/Child-Protection/Reporting-Suspected-Child-Abuse.htm).

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<sup>1</sup> Because of the significant interaction between students and employees of CSB and SJU, reports of a human rights violation at one institution shall be shared with appropriate leadership of the other institution so that each institution can take appropriate responsive measures.

March 2015

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CSB and SJU want to support all individuals who report or are victims of harassment or discrimination prohibited by this policy. If you have concerns about confidentiality, please speak with the Human Rights Officer about confidentiality issues.

## **VI. RETALIATION**

CSB and SJU strictly prohibit retaliation against any person who complains in good faith of a human rights policy violation. In addition CSB and SJU strictly prohibit retaliation against any person because of their good faith involvement in an investigation or hearing as part of the complaint process. Encouraging others to retaliate also violates this policy. If you feel you have been retaliated against, you should report the retaliation to the Human Rights Officer immediately. CSB and SJU cannot stop retaliation unless they know about it.

## **VII. SANCTIONS**

Conduct that violates this policy may lead to disciplinary action, up to and including termination of employment and suspension or expulsion from the academic community. A malicious false report will lead to disciplinary action, up to and including termination of employment and suspension or expulsion from the academic community. Sanctions will be issued in accordance with the appropriate handbook policy or procedure (if any)

## VIII. CONTACT INFORMATION

<b>COLLEGE OF SAINT BENEDICT</b>	
Associate Director of Human Resources and Deputy Title IX Coordinator	Judy Bednar, <a href="mailto:jbednar@csbsju.edu">jbednar@csbsju.edu</a> , 320-363-5071
Student Human Rights Officer	Brandyn Woodard, <a href="mailto:blwoodard@csbsju.edu">blwoodard@csbsju.edu</a> , 320-363-5455
Chief of Staff/Exec. Asst. to CSB President and Lead Title IX Coordinator	Kathryn Enke, <a href="mailto:kenke@csbsju.edu">kenke@csbsju.edu</a> , 320-363-5070
Dean of Students and Deputy Title IX Coordinator	Jody Terhaar, <a href="mailto:jterhaar@csbsju.edu">jterhaar@csbsju.edu</a> , 320-363-5270
Security Director	Darren Swanson, <a href="mailto:dswanson@csbsju.edu">dswanson@csbsju.edu</a> , 320-363-5000

<b>SAINT JOHN'S UNIVERSITY (including School of Theology)</b>	
Associate Director of Human Resources and Deputy Title IX Coordinator	Judy Bednar, <a href="mailto:jbednar@csbsju.edu">jbednar@csbsju.edu</a> , 320-363-5071
Student Human Rights Officer	Brandyn Woodard, <a href="mailto:blwoodard@csbsju.edu">blwoodard@csbsju.edu</a> , 320-363-3799
Exec. Assistant to SJU President and Lead Title IX Coordinator	Patti Epsky, <a href="mailto:pepsky@csbsju.edu">pepsky@csbsju.edu</a> , 320-363-2246
Dean of Students and Deputy Title IX Coordinator	Michael Connolly, <a href="mailto:mconnolly@csbsju.edu">mconnolly@csbsju.edu</a> , 320-363-3171
Life Safety Services Director	Shawn Vierzba, <a href="mailto:svierzba@csbsju.edu">svierzba@csbsju.edu</a> , 320-363-2144
Dean of the SJU School of Theology	Bill Cahoy, <a href="mailto:bcahoy@csbsju.edu">bcahoy@csbsju.edu</a> , 320-363-3182
Rector of the SJU School of Theology	Michael Patella, <a href="mailto:mpatella@csbsju.edu">mpatella@csbsju.edu</a> , 320-363-2108

If any changes are made in the persons holding these positions, current information will be available on the CSB/SJU web site.

*Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – November 8, 2013 Approved by SJU Board of Trustees – November 8, 2013*

## Appendix B

### POLICY ON CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS BETWEEN FACULTY MEMBERS

#### I. PURPOSE

The College of Saint Benedict (CSB) and Saint John's University (SJU) are committed to maintaining a campus environment characterized by fair, professional and ethical behavior. To this end, members of the faculty are expected to avoid apparent or actual conflicts of interest, favoritism, bias or exploitation. Thus, it is in the interest of the College and University to provide clear direction to the faculty about the risks associated with consensual romantic or sexual relationships with faculty colleagues.

As the Joint Sexual Misconduct Policy of the College and University states, consensual sexual or romantic relationships may become the basis for a claim of sexual harassment or sexual misconduct. A faculty colleague may feel that he or she is not free to discontinue a relationship or to say no to a particular act because of the faculty member's power to make or influence decisions which reward or punish the colleague.

In addition, such relationships can affect other members of the campus community adversely and give rise to conflict of interest concerns. A consensual romantic or sexual relationship may create a perception that the processes of evaluation, reward and discipline are unfairly biased and affected by favoritism. The relationship may make the workplace uncomfortable for other faculty colleagues, students, or staff.

#### II. POLICY STATEMENT

It is the policy of CSB and SJU that a faculty member currently or previously involved in a consensual sexual or romantic relationship with a faculty colleague (i) who is in the same department as the faculty member, and/or (ii) who the faculty member supervises, and/or (iii) with whom the faculty member otherwise works in close collaboration on department activities and/or college/university committees must:

- A. Remove him or herself from any supervisory role and/or excuse him or herself from any decision involving the employment status of such colleague, the work related benefits of the colleague (to the extent the benefits are not generally available to other faculty), and any other employment related decisions related to the colleague.
- B. Submit a letter to the Provost and Chair of the Rank and Tenure Committee noting the conflict of interest and the resultant inability to provide an evaluation. This applies in any case when the faculty

member would ordinarily be required to provide an evaluation of the colleague to the Rank and Tenure Committee.

- C. Notify the Chair of the departmental and/or college/university committee of the need to be excused from the decision-making process. This applies in cases when the committee would be making recommendations that would impact the employment status or work related benefits of their faculty colleague. The committee Chair should consult with the Provost to determine if any other arrangements are necessary to eliminate the conflict of interest. If the Chair of the committee has the conflict of interest, he or she must notify the Provost and work with the Provost to eliminate the conflict.

Any changes or arrangements made in response to the existence of a consensual romantic or sexual relationship will not be undertaken for the purpose of adversely affecting the rank, pay, benefits or professional opportunities of the faculty member or faculty colleague.

In the event a consensual sexual or romantic relationship exists, the failure of a faculty member to remove him or herself from any supervisory role or to excuse him or herself from the evaluation of or decision-making process involving the employment status or work related benefits of the faculty colleague is a violation of this policy and the faculty member will be subject to disciplinary action as outlined in Section 2.13.6 of the Faculty Handbook.

A faculty member who becomes involved in a consensual relationship with a faculty colleague and who has concerns about a power differential or the effect of ending the relationship is encouraged to consult with the Faculty/Staff Human Rights Officer or Provost.

Any faculty member who has concern about a relationship among two faculty colleagues adversely affecting department or employment related decisions, and who is uncertain whether the potential conflict has been addressed in accordance with this policy, is encouraged to report a concern to the Provost or Faculty/Staff Human Rights Officer. There shall be no retaliation toward a faculty member who reports a concern in good faith. An individual who retaliates against a faculty member for reporting a concern will be subject to discipline in accordance with the Faculty Handbook.

A faculty member who becomes involved in a consensual romantic relationship or sexual relationship with a student or staff member should consult the **POLICY ON CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS BETWEEN FACULTY AND STUDENTS OR STAFF MEMBERS** (located in Appendix C of Part II of the Faculty Handbook.)

### III. DEFINITIONS

For purposes of this policy:

***Romantic relationships*** include relationships in which amorous or romantic feelings exist without physical intimacy and which, when acted upon by the faculty member exceed the reasonable boundaries of an educational, professional or supervisory relationship.

***Sexual relationships*** include relationships involving intimate physical contact of a sexual nature.

***Consensual*** means involving or based on mutual consent. Consent is defined in the Joint Sexual Misconduct Policy.

***Faculty*** refers to a person employed by CSB or SJU in a faculty appointment.

*Policy Approved:*

*By JFA 02/14/2008*

*By Boards 3/2008*

*Policy re-approved by Saint John's University in 2012*

*(corporate restructure) Policy Revisions:*

*Approved by JFA 4/08/2014*

*Endorsed by CSB Board of Trustees and Approved by President Mary*

*Hinton 09/22/2014 Approved by SJU Board of Trustees 09/26/2014*



## **Appendix C**

### **POLICY ON CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS BETWEEN FACULTY AND STUDENTS OR STAFF MEMBERS**

#### **I. PURPOSE**

The College of Saint Benedict (CSB) and Saint John's University (SJU) are committed to maintaining a campus environment characterized by fair, professional and ethical behavior. The integrity of the educational mission of the College and University is maintained by promoting appropriate standards of professional conduct among faculty in their dealings with students and staff. In these relationships, members of the faculty are expected to avoid apparent or actual conflicts of interest, favoritism, bias or exploitation. When a faculty member engages in a romantic or sexual relationship with a student or staff member, while he or she also has the authority to evaluate, advise, reward or discipline a student or staff member, a professional responsibility is violated, even if the relationship appears to be consensual.

As the Joint Sexual Misconduct Policy of CSB and SJU states, consensual sexual or romantic relationships may also become the basis for a claim of sexual harassment or sexual misconduct. These relationships are particularly complex when there is a power imbalance between the individuals involved in the relationship, because a power imbalance heightens the potential for exploitation and can diminish the subordinate's freedom of choice. This is especially true in relationships involving students, because the respect and trust accorded a professor by a student, as well as the power exercised by the professor in an academic or evaluative role, makes voluntary consent by the student particularly suspect. The student or staff member may feel that the power imbalance makes it difficult for him or her to discontinue the relationship or to say no to a particular act. Such relationships also affect other members of the campus community adversely. By placing a faculty member in a position to favor or advance the interests of the student or staff member who is a party to the relationship, a perception may be created that obtaining favorable treatment is implicitly contingent on engaging in a consensual sexual or romantic relationship.

For these reasons, CSB and SJU strongly discourage faculty involvement in a consensual sexual or romantic relationship with a student, and, in particular, for whom the faculty member has academic responsibility. CSB and SJU also strongly discourage faculty involvement with a staff member over whom the faculty member has supervisory responsibility. Recognizing that despite this discouragement by the College and University, consenting adults may become involved in a consensual sexual or romantic relationship, it is important that steps be taken to mitigate the real

and/or apparent conflict of interest and other issues that are created.

## II. POLICY STATEMENT

It is the policy of CSB and SJU that a faculty member involved in a romantic or sexual relationship, either with a student for whom the faculty member has academic responsibility or with a staff member over whom the faculty member has supervisory responsibility, must promptly report the relationship to his or her department chair, who must, in turn, report the relationship to the Provost. If the faculty member involved in the relationship is the department chair, she/he must report the relationship to the Provost.

Upon receiving notice from the faculty member, the department chair in consultation with the Provost, or the Provost if the department chair is the involved party, must make arrangements for an alternative evaluation mechanism and if necessary, such other additional arrangements as are prudent under the circumstances, for the faculty member and the student or staff member.

The faculty member is obliged to fully cooperate with the department chair and Provost in making these mitigating arrangements. Such arrangements made in response to the existence of a consensual romantic or sexual relationship will not be undertaken for the purpose of adversely affecting the rank, pay, benefits or professional opportunities of the faculty member. The arrangements will be undertaken with the intent of minimizing or avoiding, to the extent reasonably possible, adverse effects on the educational opportunities of the student or the employment of a staff member.

Failure to promptly report the existence of a romantic or sexual relationship described above is a violation of this policy, and the faculty member will be subject to disciplinary action as outlined in Section 2.13.6 of the Faculty Handbook.

In addition to this policy, faculty members involved in a romantic and/or sexual relationship with a student or a staff member must fully comply with the Joint Sexual Misconduct Policy.

A staff member or student who becomes involved in a consensual relationship with a faculty member and who has concerns about a power differential or the effect of ending the relationship is encouraged to consult with the Faculty/Staff Human Rights Officer or Student Human Rights Officer. Faculty members with similar concerns may also consult with the Faculty/Staff Human Rights Officer or Student Human Rights Officer.

A faculty member who becomes involved in a consensual romantic or sexual relationship with a faculty colleague should consult the **POLICY ON CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS BETWEEN**

## **FACULTY MEMBERS**

(located in Appendix B in Part II of the Faculty Handbook).

### **III. DEFINITIONS**

For purposes of this policy:

**Romantic relationships** include relationships in which amorous or romantic feelings exist without physical intimacy and which, when acted upon by the faculty member exceed the reasonable boundaries of an educational, professional or supervisory relationship.

**Sexual relationships** include relationships involving intimate physical contact of a sexual nature.

**Consensual** means involving or based on mutual consent. Consent is defined in the Sexual Misconduct Policy.

**Academic responsibility** for students includes any activity which results in academic or educational reward, opportunity, or penalty including but not limited to: teaching, grading, advising, coaching, supervising research, moderating an internship, supervising institutionally sponsored travel and making recommendations for College and/or University employment or awards.

**Supervisory responsibility** for a staff member includes any activity which results in employment related rewards, opportunities, or penalties including, but is not limited to, the following activities: conducting or contributing to performance appraisals or rank and tenure reviews, determining or contributing to the determination of a person's employment status, job description, rank, salary, fringe benefits, or recommending for or influencing the determination of institutional funding, distinguished service awards, or discipline for deficient service.

**Faculty** refers to a person employed by CSB or SJU in a faculty appointment.

**Student** refers to any person enrolled in CSB or SJU, undergraduate or graduate.

**Staff** refers to a person employed by CSB or SJU in an administrative or support staff appointment.

*Policy Approved:*

*By JFA 2/14/2008*

*By Boards*

*March, 2008*

*Amendment to*

*Definitions:*

*Approved by JFA 4/3/2008*

*Policy re-approved by Saint John's University in 2012*

*(corporate restructure): Policy Revisions:*

*Approved by JFA 4/08/2014  
Endorsed by CSB Board of Trustees and Approved by President  
Mary Hinton 09/22/2014 Approved by SJU Board of Trustees  
09/26/2014*

## PART III

### *Faculty Handbook*

#### College of Saint Benedict/Saint John's University

### 3.0 Administrative Procedures

Part III of the *Faculty Handbook* contains administrative procedures which pertain to the faculty. It is revised by administrative update, in consultation with the faculty, as described in section 3.0.1. The provost and the Faculty Handbook and Elections Committee are jointly responsible for ensuring that Part III of the *Faculty Handbook* is current.

#### 3.0.1 Submission or revision of policies and procedures

The Provost will initiate revisions and additions to Part III of the *Faculty Handbook*. Faculty are invited to bring concerns regarding any components of part III at any time to the Faculty Handbook and Elections Committee (FHEC). The Provost is encouraged to consult with the Faculty Handbook and Elections Committee (FHEC) during the construction of any such revisions and additions. The provost will provide to the FHEC the final text of the addition or revision and a brief rationale. The role of the FHEC, in this context, is to provide initial feedback regarding the addition or revision. In particular, the FHEC is expected to represent the interests of the faculty, and to examine the proposed addition or revision for clarity and consistency with other sections of the Handbook. Within ten working days of receipt of the final text, the FHEC shall respond to the Provost articulating its concerns or suggestions or affirming that there are none.

The Provost will take all comments under advisement and make adjustments as s/he sees fit. The FHEC will then announce and post electronically to the Joint Faculty Assembly the following items:

- (i) the text of the addition or revision, provided by the Provost
- (ii) the rationale provided by the Provost
- (iii) the FHEC recommendation regarding the addition or revision

Any comments, questions or concerns from the Joint Faculty must be communicated to the chair of the FHEC within ten class days:

Within 48 hours of the close of the comment period, the chair of the FHEC will communicate all comments to the Provost. Within an additional ten class days, the Provost will inform the FHEC of the administrative response to the comments, together with the final version of the addition or revision. At that time, the addition or

revision will be implemented in the Handbook.

### **3.1 Hiring Procedures for Benedictines**

The College of Saint Benedict and Saint John's University are committed in their coordinate mission statement to providing students with an experience of Benedictine values which fosters attentive listening to the voice of God, awareness of the meaning of one's existence, and the formation of community built on respect for individual persons. This commitment is an expression of the Benedictine tradition in which the two educational institutions were founded and which they, in turn, seek to foster from age to age. By their vowed lives within this tradition, members of the two monastic communities contribute to the mission of the College of Saint Benedict and Saint John's University in a unique way. Therefore, both educational institutions continue to seek sisters and monks from their sponsoring monastic communities for academic appointments—as well as staff and administrative appointments and other roles—and give preference in appointing them to the faculty. This preferential hiring is implemented according to a collaborative process within the faculty and the monastic communities of evaluating the compatibility of departmental, divisional, and college/university needs and the talents and training which individual sisters and monks possess.

#### **3.1.1 Hiring Procedures for Benedictines of Saint Benedict's Monastery**

In order to maintain the Benedictine character of the College of Saint Benedict, first consideration in hiring is given to applicants who are members of the Sisters of the Order of Saint Benedict. The college reserves the right to recruit and hire internally without outside searches under special circumstances and in compliance with state and federal nondiscrimination laws.

By virtue of the close relationship between the Sisters of the Order of Saint Benedict and the College of Saint Benedict, whereby the two institutions, historically and actually, are partly dependent upon each other, and in view of the substantial contributions made by the sisters to the College of Saint Benedict from its founding, the college looks to the convent to provide qualified candidates for administrative and faculty positions. Members of the Sisters of the Order of Saint Benedict will be hired pursuant to this provision only if they possess the requisite qualifications for the position(s) to be filled.

- a. Because knowledge and understanding of the values of the Benedictine tradition and the ability to articulate these values in words and in life are important qualifications for faculty, the College of Saint Benedict seeks to employ members of the Sisters of the Order of Saint Benedict, Saint Joseph, Minnesota. The priority given these qualifications, however, has to be judged along with other qualifications that may be equally or more important in a given

position. Therefore, the guidelines used for preferential hiring of members of the Sisters of the Order of Saint Benedict may vary from position to position but will follow the procedures of this section.

- b. These procedures may be revised by the president in consultation with the prioress upon the recommendation of the provost who acts in consultation with the vice provost, academic dean, department chairs, and program directors.
- c. An annual meeting, called by the provost, will be scheduled for early in the summer. Attending this meeting will be the prioress, the president, the director of Human Resources for the Sisters of the Order of Saint Benedict and the provost. They will review the way the hiring procedures functioned in the past year, discuss short- and long-term needs of the college and of the convent as they relate to staffing and discuss the educational progress of sisters currently preparing to become members of the faculty.

#### **3.1.1.1 Procedure for Providing Information between the College and the Monastery**

- a. To assist the college and the monastery in planning and advising sisters who are interested in serving on the faculty, the provost will inform the president, after consultation with the department chairs and the academic officers of the needs of the College of Saint Benedict and Saint John's University.
- b. Likewise, the director of Human Resources for the Sisters of the Order of Saint Benedict will inform the prioress of the availability and interests of sisters seeking faculty assignments in the College of Saint Benedict and Saint John's University.
- c. In preparation for the annual summer meeting, the president and the provost will inform the prioress and the director of Human Resources of the needs of the college and the university.
- d. In preparation for the annual summer meeting, the prioress and the director of Human Resources will inform the president and the provost of the interests and availabilities of sisters seeking faculty assignment.

#### **3.1.1.2 Administrative Responsibilities**

- a. It will be the responsibility of the director of Human Resources for the Sisters of the Order of Saint Benedict to consult with the prioress regarding a sister seeking employment with the College of Saint Benedict, to arrange for a discernment conference with the sister, and, if the conclusion is affirmative, to

arrange for a letter of authorization from the prioress to accompany the sister's application materials. The director of Human Resources will give appropriate information to the administrative team and the director of formation for the Sisters of the Order of Saint Benedict concerning the status of sisters seeking employment by the College of Saint Benedict.

- b. It will be the responsibility of the director of Human Resources for the Sisters of the Order of Saint Benedict to assist a sister who is preparing for faculty appointment to follow the "Procedures for Sisters Who Are Preparing for Faculty Appointment" (Section 3.1.1.4). It will also be the responsibility of the director of Human Resources for the Sisters of the Order of Saint Benedict to communicate with the provost and appropriate monastic officials regarding the progress of the sister in her preparation for faculty assignment.
- c. It will be the responsibility of the provost to report to the presidents of the College of Saint Benedict and Saint John's University on likely vacancies because of resignation, retirement, or separation for other reasons and to notify the director of Human Resources that he or she has approved a new position, a replacement position, or the continuation of a faculty position.

### **3.1.1.3 Appointment Procedures for Sisters to Current Faculty Positions**

- a. The vice provost forwards a job description with listed qualifications for the position to the prioress and the director of Human Resources for the Sisters of the Order of Saint Benedict.
- b. The director of Human Resources for the Sisters of the Order of Saint Benedict will inform sisters of faculty positions open in the College of Saint Benedict and Saint John's University. A sister who expresses interest in one of these positions sends her *curriculum vitae*, transcripts of graduate work, teaching evaluations and letters of recommendation to the director of Human Resources. The director of Human Resources, after consultation with the prioress, forwards these materials to the provost and provides copies to the prioress and the president.
- c. The vice provost will discuss the qualifications of the nominated sister with the department chair or program director [in the case of the School of Theology, the dean of the School of Theology] and academic dean. The department chair or program director makes a written recommendation to the provost regarding the qualifications of the sister. The provost makes a determination about the qualifications of the sister and notifies the prioress and president, along with the director of Human Resources for the Sisters of the Order of Saint Benedict, of this decision. The provost then notifies the department chair or program director and the appropriate dean of the



determination regarding the sister's qualifications.

- d. If the sister is found to be qualified for the position and the president approves her appointment to the college, no search will be conducted for the position. Instead, a letter of appointment is prepared and sent by the president to the sister with copies to the prioress, the provost and the director of Human Resources for the Sisters of the Order of Saint Benedict. At the time of the initial appointment of the sister to the faculty, her rank will be determined following the procedures of the *Faculty Handbook*.
- e. If the sister is found to be not qualified for the position, the provost will meet with the sister to inform her of this determination. A letter reflecting this determination will be sent by the provost to the prioress, president, director of Human Resources for the Sisters of the Order of Saint Benedict and the department chair or program director, with a copy to the sister.

#### **3.1.1.4 Procedures for Sisters Who Are Preparing for Faculty Appointment**

- a. A sister who is interested in serving on the faculty of the College of Saint Benedict and Saint John's University should indicate so in writing to the director of Human Resources for the Sisters of the Order of Saint Benedict. After consultation with the prioress, the director of Human Resources should prepare a letter addressed to the provost, with a copy to the sister, indicating the authorization of the prioress for the sister to begin the process of preparing to become a member of the faculty. The provost will write a letter of introduction to the appropriate department chair or program director indicating that the sister has authorization to express her interest in a faculty appointment. A copy of this letter is to be sent to the sister and to the director of Human Resources for the Sisters of the Order of Saint Benedict. Upon receipt of this copy the director of Human Resources for the Sisters of the Order of Saint Benedict directs the sister to the appropriate department chair or program director.
- b. The sister should meet with the appropriate department chair or program director to indicate the nature of her teaching interests, to discuss the long-range needs of the department or program, and to gather information regarding the quality of programs of studies at various graduate schools. The department chair or program director should prepare a letter addressed to the vice provost indicating his or her recommendation for the sister to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility of the needs of the department and the planned program of study of the sister. This letter should be accompanied by a copy of the letter the chair or director received from the director of Human Resources for the Sisters of the Order of Saint Benedict. The department chair or program director should also notify the director of Human Resources

for the Sisters of the Order of Saint Benedict that action has been taken at the departmental or program level.

- c. The sister should meet with the vice provost to indicate again the nature of her teaching interests, to discuss the long-range needs of the academic division within the College of Saint Benedict and Saint John's University and to gather further insight into the quality of appropriate graduate school programs of study. The vice provost should prepare a letter addressed to the provost indicating his or her recommendation for the sister to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility of the needs of the academic division of the College of Saint Benedict and Saint John's University and the planned program of study of the sister. This letter should be accompanied by a copy of the letters of the department chair or program director and the director of Human Resources for the Sisters of the Order of Saint Benedict. The vice provost should also notify the director of Human Resources for the Sisters of the Order of Saint Benedict that action has been taken at the divisional level.
- d. The sister should meet with the provost to indicate again the nature of her teaching interests and to discuss the long-range needs of the College of Saint Benedict and Saint John's University. The provost should prepare a recommendation addressed to the president indicating his or her approval for the sister to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility of the needs of the university and college and the planned program of study of the sister. This letter should be accompanied by a copy of the letters of the vice provost, the department chair or program director and the director of Human Resources for the Sisters of the Order of Saint Benedict. The provost should also notify the director of Human Resources for the Sisters of the Order of Saint Benedict that action has been taken by the provost.
- e. At a meeting the prioress, president, director of Human Resources for the Sisters of the Order of Saint Benedict and the provost will review these materials to assure mutual understanding and to arrive at a final recommendation that might indicate any special conditions regarding the future employment of the sister as a member of the faculty.
- f. Following a favorable decision at this meeting, the provost will initiate the process of completing a form entitled "Intention to Enter Graduate Study." This form will be signed by the department chair or program director, the vice provost, the provost and the president. Their signatures will indicate that they have been consulted and that the intended field of study is one which the college and the university have incorporated into their long-range curricular plans. The form will indicate the number of years which the sister needs to complete her graduate work and the departmental areas and predicted

workload in the college and university.

- g. Following the completion of this form, a letter indicating approval of the proposed plan of study is prepared and sent by the provost to the sister with copies to the prioress, the president, the vice provost, the department chair or program director and the director of Human Resources for the Sisters of the Order of Saint Benedict.
- h. The form entitled "Intention to Enter Graduate Study" is a planning document; as such it requires continuous exchange of information among all parties. During the course of graduate study, the sister should communicate annually with the department chair or program director, the vice provost and the provost and the appropriate monastic officials. This consultation should occur before the annual summer meeting of the prioress, the president, the director of Human Resources for the Sisters of the Order of Saint Benedict and the provost.
- i. If enrollment drops or if the curricular needs of the College of Saint Benedict and Saint John's University change in such a way that the sister's role as a faculty member could be changed, the provost should, after consultation with the president, notify the sister in writing, with copies to the prioress, the president, the director of Human Resources for the Sisters of the Order of Saint Benedict and the department chair or program director.
- j. The sister will take advantage of placement services at her graduate school in order to generate official transcripts and records for her permanent files. Ordinarily, sisters will be expected to undertake some teaching prior to their appointment to the faculty. This may be accomplished at the College of Saint Benedict prior to beginning graduate study, during the graduate program at the graduate institution, or at the College of Saint Benedict before joining the faculty permanently.
- k. If the needs, academic interests, or status in relationship to the college or university of the sister should change, she should notify the provost in writing, with copies to the prioress, the president, the director of Human Resources for the Sisters of the Order of Saint Benedict and the department.
- l. At least 11 months prior to completion of her graduate program a sister should inform the provost and the director of Human Resources for the Sisters of the Order of Saint Benedict of the date on which she will begin to serve as a member of the faculty chair or program director as soon as possible.

The provost will in turn inform the chair of the department or program director and the vice provost, and academic dean. Once she has been offered and signed a contract, the sister follows the procedures outlined in the *Faculty Handbook* concerning contract, renewal of contract, tenure and promotion, unless otherwise specified.

### **3.1.2 Hiring Procedures for Benedictines of Saint John's Abbey**

- a. These procedures may be revised by mutual agreement between the abbot and the president upon the recommendation of the provost, who acts in consultation with the vice provost, academic dean and department chairs and program directors.
- b. An annual meeting, called by the provost, will be scheduled for early in the summer. Attending this meeting will be the abbot, the president, the abbey personnel liaison and the provost. They will review the way the hiring procedures functioned in the past year, discuss short- and long-term needs of the university and of the abbey and discuss the educational progress of monks currently preparing to become members of the faculty.

#### **3.1.2.1 Procedure for Providing Information between the University and the Abbey**

- a. To assist the university and the abbey in planning and advising monks who are interested in serving on the faculty, the provost will inform the president, after consultation with the department chairs and program directors, the vice provost, academic dean and the academic officers.
- b. Likewise, the abbey personnel liaison, after consultation with the abbey educational facilitator, will inform the abbot of the availability and interests of monks seeking faculty assignments in Saint John's University and the College of Saint Benedict.
- c. In preparation for the annual summer meeting, the president and the provost will inform the abbot and the abbey personnel liaison of the needs of the university and the college.
- d. In preparation for the annual summer meeting, the abbot and the abbey personnel liaison will inform the president and the provost of the interests and availabilities of monks seeking faculty assignment.

#### **3.1.2.2 Administrative Responsibilities**

- a. It will be the responsibility of the abbey personnel liaison to inform the prior, the sub-prior and the abbey formation director, for their information and/or

approval, concerning the status of monks under their jurisdiction. It will also be the responsibility of the abbey personnel liaison to inform and consult with the abbey educational facilitator.

- b. It will be the responsibility of the abbey educational facilitator to assist a monk who is preparing for faculty appointment to follow the “Procedures for Monks Who Are Preparing for Faculty Appointment” (Section 3.1.2.4). It will also be the responsibility of the abbey educational facilitator to communicate with the provost and appropriate monastic officials regarding the progress of the monk in his preparation for faculty assignment.
- c. It will be the responsibility of the provost to report to the presidents of Saint John's University and the College of Saint Benedict on likely vacancies because of resignation, retirement, or separation for other reasons and to notify the abbey personnel liaison that he or she has approved a new position, a replacement position, or the continuation of a faculty position.

### **3.1.2.3 Appointment Procedures for Monks to Current Faculty Positions**

- a. The vice provost forwards a job description to the abbot and the abbey personnel liaison.
- b. The abbey personnel liaison will inform monks of faculty positions open in Saint John's University and the College of Saint Benedict. A monk who wishes to fill one of these positions sends his *curriculum vitae*, transcripts of graduate work, teaching evaluations and letters of recommendation to the abbey personnel liaison. The abbey personnel liaison, after consultation with the abbot and the monk's immediate monastic supervisor, forwards these materials to the provost and provides copies to the abbot, the president and the abbey educational facilitator.
- c. The vice provost, will discuss the qualifications of the nominated monk with the department chair or program director [ in the case of the School of Theology, the dean of the School of Theology] and academic dean. The department chair or program director makes a written recommendation to the provost regarding the qualifications of the monk. The provost makes a determination about the qualifications of the monk and notifies the abbot and president along with the Abbey Personnel Liaison. The provost then notifies the department chair or program director and the appropriate dean of the determination regarding the monk's qualifications.
- d. If the monk is found to be qualified for the position and the president approves his appointment to the university, no search will be conducted for the position. Instead, the president will issue a letter of appointment for the

abbot to cosign and issue to the monk according to the normal procedures for issuing faculty contracts. At the time of the initial appointment of the monk to the faculty his rank will be determined following the procedures of the *Faculty Handbook* (Section 2.1.2).

- e. If the monk is found to be not qualified for the position, the provost will meet with the monk to inform him of this determination. A letter reflecting this determination will be sent by the provost to the abbot, president, abbey personnel liaison, abbey educational facilitator and the department chair or program director, with a copy to the monk.

#### **3.1.2.4 Procedures for Monks Who Are Preparing for Future Faculty Appointment**

- a. A monk who is advised or interested in serving on the faculty of Saint John's University and the College of Saint Benedict should indicate so in writing to the abbey personnel liaison and should consult with the abbey educational facilitator. After consultation with the abbot and the abbey personnel liaison, the abbey educational facilitator should prepare a letter addressed to the provost indicating the approval of the monastery for the monk to begin the process of preparing to become a member of the faculty. The provost will write a letter of introduction to the appropriate department chair or program director indicating that the monk has abbey approval to express his interest in a faculty appointment. A copy of this letter should be sent to the abbey educational facilitator. Upon receipt of this copy the abbey educational facilitator should direct the monk to the appropriate department chair or program director.
- b. The monk should meet with the appropriate department chair or program director to indicate the nature of his teaching interests, to discuss the long-range needs of the department or program, and to gather information regarding the quality of programs of studies at various graduate schools. The department chair or program director should prepare a letter addressed to the vice provost indicating his or her recommendation for the monk to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility between the needs of the department and the planned program of study of the monk. This letter should be accompanied by a copy of the letter the chair or director received from the abbey educational facilitator. The department chair or program director should also notify the abbey educational facilitator that action has been taken at the departmental or program level.
- c. The monk should meet with the vice provost to indicate again the nature of his teaching interests, to discuss the long-range needs of the academic division within Saint John's University and the College of Saint Benedict and to gather further insight into the quality of appropriate graduate school

programs of study. The vice provost should prepare a letter addressed to the provost indicating his or her recommendation for the monk to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility between the needs of the academic division of Saint John's University and the College of Saint Benedict and the planned program of study of the monk. This letter should be accompanied by a copy of the letters of the department chair or program director and the abbey educational facilitator. The vice provost should also notify the abbey educational facilitator that action has been taken at the divisional level.

- d. The monk should meet with the provost to indicate again the nature of his teaching interests and to discuss the long-range needs of Saint John's University and the College of Saint Benedict. The provost should prepare a recommendation addressed to the president indicating his or her approval for the monk to continue the process of preparing to become a member of the faculty. This letter should specifically address the compatibility between the needs of the university and college and the planned program of study of the monk. This letter should be accompanied by a copy of the letters of the vice provost, the department chair or program director and the abbey educational facilitator. The provost should also notify the abbey educational facilitator that action has been taken at the provost level.
- e. A meeting of the abbot, president, abbey personnel liaison, abbey educational facilitator and provost will review these materials to assure mutual understanding and to arrive at a final recommendation that might indicate any special conditions regarding the future employment of the monk as a member of the faculty.
- f. Following a favorable decision at this meeting, the provost will initiate the process of completing a form entitled "Intention to Enter Graduate Study." This form will be signed by the department chair or program director, the vice provost, the provost and the president. Their signatures will indicate that they have been consulted and that the intended field of study is one which the university and college have incorporated into their long range curricular plans. The form will indicate the number of years which the monk needs to complete his graduate work and the departmental areas and predicted workload in the university and college.
- g. Following the completion of this form, a letter indicating approval of the proposed plan of study is prepared and sent by the provost to the monk with copies to the abbot, the president, the vice provost, the department chair or program director, the abbey personnel liaison and the abbey educational facilitator.
- h. The form entitled "Intention to Enter Graduate Study" is a planning document;

as such it requires continuous exchange of information among all parties. During the course of graduate study, the monk should communicate annually with the department chair or program director, the vice provost and academic dean and the provost, the appropriate monastic officials. This consultation should occur before the annual summer meeting of the abbot, the president, the abbey personnel liaison and the provost.

- i. If enrollment drops, if curricular needs change, or if the monk does not demonstrate satisfactory performance in his graduate study, the provost should, after consultation with the president and abbot, notify the monk in writing, with copies to the abbot, the president, the abbey personnel liaison, the abbey educational facilitator and the department chair or program director.
- j. The monk will take advantage of placement services at his graduate school in order to generate official transcripts and records for his permanent files. Ordinarily, monks will be expected to undertake some teaching prior to their appointment to the faculty. This may be accomplished at Saint John's University prior to beginning graduate study, during the graduate program at the graduate institution, or at Saint John's University before joining the faculty permanently.
- k. If the needs, academic interests, or status in relationship to the university of the monk should change, he should notify the provost in writing, with copies to the abbot, the president, the abbey personnel liaison and the department chair or program director as soon as possible.
- l. At least 11 months prior to completion of his graduate program a monk should inform the provost and the abbey personnel liaison of the date on which he will be available for faculty appointment. The provost will in turn inform the chair of the department or program director and the vice provost, and academic dean. Once he has been offered and signed a contract, the monk follows the procedures outlined in the *Faculty Handbook* concerning contract, renewal of contract, tenure and promotion, unless otherwise specified.

## **3.2 Hiring and Recruitment Procedures for Faculty**

### **3.2.1 Hiring Requests for New Full-time, Term Positions or Tenure-Track Replacement Positions**

Requests for 1) new tenure-track or term hires or 2) replacement positions for a tenured faculty member who retires, resigns, is put on permanent disability, etc., must be submitted to the vice provost by July 1 of the academic year in which the search is intended to take place. Department chairs must make the case for a tenure-track



position based on analysis of pertinent data, such as the department's number of major/minor affiliates, number of graduates, curricular pressures on enrollment. Departments should also consider factors such as changes in the workload of existing faculty, the curricular directions suggested by the strategic priorities of the colleges.

### **3.2.2 Authorization to Hire**

The academic affairs officers will discuss the staffing requests in light of the information submitted by the chairs. New positions, especially new tenure-track positions, are rare. The provost will authorize a position only when adequate funds are available for the position and when the position is consistent with larger institutional needs and priorities. Once a hire has been approved by provost, the department chair can begin the requisite paperwork involved in the recruitment process.

### **3.2.3 Elements of the Recruitment Process**

#### **COLLEGE OF SAINT BENEDICT VERSUS SAINT JOHN'S UNIVERSITY CONTRACT**

The decision of whether a contract will be a College of Saint Benedict contract or a Saint John's University contract is made by the vice provost. The decision will be based on maintaining a College of Saint Benedict/Saint John's University faculty balance within each department. In the case that a faculty member is being temporarily replaced, the old contract location is continued in the new contract.

#### **POSITION DESCRIPTION AND RECRUITMENT AUTHORIZATION**

The position description, which will be used as the basis of the position ad, is initiated by the department chair and is forwarded to the vice provost with a completed Faculty Recruitment Authorization Form (available at the Human Resources Office). The Human Resources Office is available for assistance with the form and for sample ads. The vice provost will review the description for accuracy, consistency with College of Saint Benedict/Saint John's University goals, appropriateness of language, and related issues.

#### **POSITION AD**

Position ads will be created by the Human Resources Office and reviewed by the Office of Academic Affairs before being submitted for publication. Every effort will be made to place the ad in media the department deems appropriate, but budget considerations may limit the number of journals used or the number of times an ad appears. The ad will request a letter of application (which includes a statement of teaching philosophy),

three letters of recommendation, *curriculum vitae* and official transcripts.

### **3.2.4 A Note on Diversity**

It is imperative that departments make a good faith effort to diversify the candidate pool, and it will be the vice provost's responsibility to certify that effort. Please note that if a pool of candidates does not display adequate diversity, the appropriate action by the dean may be to continue soliciting applications until diversity is achieved.

### **3.2.5 Handling the Candidate Pool**

The Human Resources Office is responsible for the processing of candidate information and credentials. As applications are received, the Human Resources Office will acknowledge receipt by letter to the candidates. Applications and credentials will be logged and available for review by the search committee. After application materials are in the possession of the search committee, the search chair is responsible for the care and security of the documents until they are no longer needed and are returned to the Human Resources Office.

### **3.2.6 Phone Interviews**

After a review of applicant files the department conducts phone interviews of the top five candidates. Telephone interviews are required only for candidates who have not been informally interviewed at a conference, e.g., MLA. Guidelines for telephone interviewing include the following:

- Write down questions in advance; ask questions that will reveal the teaching expertise of the candidate;
- Use the same questions for each candidate;
- Ask "leading" questions that will draw out a candidate rather than "yes and no" questions;
- Remind committee members to introduce themselves to the candidate to personalize the search process.

The top five candidates are ranked in order of candidate preference after the telephone interviews.

### **3.2.7 Reference Calls**

Reference calls must be conducted for the top two candidates of the five.

Generally, references should be asked questions like: Do you see this candidate fitting into a liberal arts college without a graduate program? We are a faculty who greatly value good teaching—Is this person someone who will resonate to our values?

Can you give me some examples of how you form your assessment of this person's potential as a teacher/scholar?

If the outcome of a reference call is unsatisfactory, the ranking of the top five should be adjusted, and reference calls will be completed for the top two candidates.

At this point, departments should forward files of the top five candidates, which include notes from phone interviews/conference interviews and notes from the reference calls. The vice provost reserves the right to make additional reference calls of his or her own, as necessary.

The chair should inform the Human Resources Office of candidates who are no longer under consideration. They will send a letter to inform them of their status. If the candidate pool is small, you might want to wait on this.

**A Note on Internal Candidates:** Departments should follow the same procedures for internal candidates.

### **3.2.8 Campus Interviews**

Ordinarily, we will bring two candidates to interview for a position. All tenure-track positions must be interviewed by the vice provost. The department chair will accompany the candidates to their interview.

The chair or department secretary should schedule interviews and help make appropriate transportation arrangements. Complete interview schedules and candidates' applications should be submitted to the vice provost at least a week in advance of interview time.

We have established procedures for interviews, meals, lodging, and airfare, and these should be followed in all searches. Procedures are as follows:

### **3.2.9 Airfare**

Advanced planning can save a great deal of money on airfares. When making airline reservations, check dates for a savings in the airfare and check an assortment of flight times and options. Airfares of over \$400 must be approved by the vice provost. Also, it may be less expensive for candidates to fly into Saint Cloud than use Executive Express to travel here from the Twin Cities.

### **3.2.10 Housing**

When available, on-campus housing should be reserved for candidates. At Saint John's University, abbey guest rooms are often available (call Guest Master at 2573) as well as rooms in Emmaus Hall (contact the faculty resident at 2113). If on-campus housing is not available, candidates should stay at a moderately priced local motel.

### **3.2.11 Meals**

When possible, meals should be eaten on campus. Meal tickets can be obtained from the vice provost. Departments may also reserve a meeting room and order a meal from dining service. When off-campus meals are necessary, only moderately priced meals should be considered (\$15 for dinner; \$5 for breakfast/lunch) to include only one-two departmental faculty. Requests for reimbursement should include a completed check request form, itemized receipts and the names of people attending the meal. Reimbursements in excess of these guidelines will not be honored.

### **3.2.12 Last Steps**

In preparation for the on-campus interviews, the chair may secure Candidate Evaluation Forms from the Human Resources Office or use one prepared by the committee for its written review. These forms must be returned to the Human Resources Office for the recruitment file.

After the on-campus interview process, the department makes its recommendation for hire to the vice provost. The recommendation is made in writing with an explanation of the reasons for the decision. In the case that the two top candidates are essentially equivalent, the more diverse candidate for the department is expected to be recommended.

### **3.2.13 Job Offer**

When the vice provost has a departmental recommendation for the tenure-track position, the vice provost approves the hire. The offer of a position and all negotiation is done by the vice provost. Once the department has recommended a candidate, the department must separate itself from the process and wait until the negotiations are completed. When a candidate accepts a position, the vice provost will inform the chair. The vice provost will prepare the necessary Contract Data Form which is sent to the Human Resources Office for issuance of the contract.

### **3.2.14 Post-hire**

The chair completes an Affirmative Action Data Form required for federal reporting purposes and submits it to the Human Resources Office. The chair returns all application materials and evaluation forms (including those for the individual hired) to the Human Resources Office so that files may be closed and all materials placed in storage. Once the Human Resources Office has received the candidate's complete file including official transcripts (not copies) they will send a contract to the candidate with information confirming benefits and the *Faculty Handbook*. The department chair should notify other finalists that the position has been filled.

### **3.3 Description of Working Conditions**

Section 3.3 describes the working conditions available to faculty that are mandated in Part II, 2.10.4, "Working Conditions." These are included here for information purposes only and cannot be construed as contractually binding. Full descriptions of benefits are available in the Human Resources Office.

In order to assist faculty members in the performance of their duties, the College of Saint Benedict and Saint John's University provide the facilities and services listed below.

#### **3.3.1 Office Space**

Faculty offices are assigned by the vice provost in coordination with the Space Committee. In non-teaching areas, office assignments are negotiated by the area vice-president.

#### **3.3.2 Media Services**

The College of Saint Benedict and Saint John's University have two Media centers, which contain a collection of nearly 17,000 titles of audiovisual materials and a trained staff. Media services are available at no charge to all employees. For more information call Media Services at 363-2118 or visit the Web site: <http://www.csbsju.edu/library/about/services/media.html>.

#### **3.3.3 Information Technology Services**

In accordance with their mission to provide a liberal arts education, to foster the free exchange of ideas, and to provide effective support for its teaching, learning and research, it is the policy of the College of Saint Benedict and Saint John's University to permit broad access to information technology resources for students, faculty, and staff to use in fulfilling the institutional mission, and for appropriate college/university-related activities IT resources have been made widely available to make technology a natural part of day-to-day work and study for all members of the community. Access to information technology resources however, carries with it the responsibility for ensuring that its use is primarily for institutional purposes and related activities. Moreover, the use of information technology resources must be consistent with institutional policies and local, state, and federal laws.

For complete information, please refer to the following links:

[Terms and Conditions for the Use of Information Technology Resources](#)

[CSB/SJU/OSB IT Policies](#)

### **3.3.4 Library Services**

Library services are available at no charge to all employees. In addition, staff members have extended loan periods for most library materials. Interlibrary loan and photocopying services may be charged to the academic department. For further information contact general information at Alcuin Library, Saint John's University, at 363-2122, or Clemens Library, College of Saint Benedict, at 363-5611, or log on at

<http://www.csbsju.edu/inside/Libraries/>.

### **3.3.5 Office Keys**

Faculty employees are provided keys. Contact the Physical Plant at Saint John's University or Facility Maintenance at the College of Saint Benedict to obtain office keys.

### **3.3.6 Identification Cards**

Photo identification cards are produced at the Mary Commons Desk at the College of Saint Benedict and at the Campus Life and Housing Office in Sexton Commons at Saint John's University during normal office hours. New employees must present an authorization form from the Human Resources Office in order to have an ID card produced. Employees needing to replace their ID card must present their existing ID card or other photo identification. Photo identification cards can be used as a charge card at the colleges' bookstores and dining options as well as an identification card at the colleges' libraries, athletic facilities, computer facilities, fine arts programs, and campus programs and events. The photo identification card can also be used to access buildings or labs on both campuses using a card-swipe system at the College of Saint Benedict or a proximity card reader at Saint John's University. If an identification card is lost, please contact the Mary Commons Desk at 0 (or 363-5011 from off campus) or the Campus Life and Housing Office at 363-3512 to deactivate the card. If access is needed for an area using a card-swipe or proximity card reader access system, please contact Security at the College of Saint Benedict at 363-5000 or Life Safety Services at Saint John's University at 363-2144.

### **3.3.7 Secretarial Services**

Secretarial services and photocopying are provided by the college [university] within the constraints of departmental budgets and secretaries' other departmental responsibilities.

### **3.3.8 Duplicating Services**

The Saint John's University Duplicating Center and the College of Saint Benedict Duplicating Center are two full service copy centers which can copy, collate, staple and fold orders as requested. For more information check the following Web site: <http://www.csbsju.edu/copycenter/> or call the Saint John's University Duplicating Center at 363-2498 or the College of Saint Benedict Duplicating Center at 363-5072.

### **3.3.9 Official Stationery**

Official stationery is provided by the College of Saint Benedict and Saint John's University within the constraints of departmental budgets.

### **3.3.10 Postage for Official Correspondence**

Postage for official correspondence is provided by the College of Saint Benedict and Saint John's University within the constraints of departmental budgets.

### **3.3.11 Health Services**

All employees and their dependents are eligible to use the Health Center located on the Saint John's University campus. It is currently staffed with a doctor and physician assistant. For more information contact the Health Center at 363-3142 or visit the website: <http://www.csbsju.edu/sjuhealthcenter/>.

### **3.3.12 Counseling Services**

The Employee Assistance Program (EAP) is currently a free resource available to all employees and immediate family members. Counselors are available to assist in identifying problems and concerns, including the areas of family, marriage, emotions, alcohol and drugs, financial difficulties, job stress, and legal issues. The telephone number is listed in the campus directory under Benefits/Insurance. Or check the website: <http://www.midwesteap.com>.

### **3.3.13 Work-Life Balance Assistance**

The CSB/SJU Ombudsperson for Work-Life Balance is a designated neutral party whose major functions are:

- a. to provide confidential and informal assistance to CSB/SJU faculty members who need assistance understanding and utilizing CSB/SJU's policies related to work- life balance, including addressing personal/family illness and care issues, leaves of absence, modified work schedules, and other reasonable accommodations in their work;
- b. to serve as a campus resource for evaluating and developing policies and procedures related to the above;

- c. to engage in ongoing education, outreach, and communication regarding CSB/SJU's policies and practices on work-life balance;
- d. conduct research on a regular basis regarding the usage and efficacy of CSB/SJU policies and how they compare to peer and best practices.

The ombudsperson will serve as an advocate for policies on work-life balance in light of research findings regarding best practices. The ombudsperson supports and works collaboratively with leadership in Academic Affairs and Human Resources, as well as with the Joint Benefits Committee (JBC) and the Faculty Committee on Benefits and Compensation (FCBC) in performing their role.

The ombudsperson will assist faculty members in resolving their conflicts by: serving as a sounding board to help individuals determine what options may be available to them, helping them learn how to deal with the matter directly if they wish to do so, serving as a communication conduit between the parties, informally bringing the parties together, and/or bringing them together through an informal mediation process. In considering any given situation, the rights of all parties that might be involved are taken into account. The confidentiality of the faculty member must be respected at all times.

The following concerns are not under the purview of the ombudsperson: matters covered by our existing grievance procedures, performance based concerns, contractual issues, issues covered by the Faculty handbook.

### **3.3.14 On-campus Parking**

Faculty and staff permits are issued once per vehicle for the term of employment. Employees are encouraged to register all vehicles they may use on campus so that permits can be issued. Check the department of security Web site for specific information regarding parking permits and lot assignment for the College of Saint Benedict and Saint John's University faculty at <http://www.csbsju.edu/csbsecurity/> or call Security at the College of Saint Benedict, 363-5000, or Life Safety Services at Saint John's University, 363-2144.

### **3.3.15 Academic Regalia**

Contact the Office of the Provost for current policy.

### **3.3.16 Notary Public**

Contact the Business Office or the employee's academic department for notary public services related to faculty responsibilities.



### **3.4 Employment Benefits**

Section 3.4 describes the employment benefits available to faculty that are mandated in Part II, 2.12.2, "Employment Benefits." These are included here for information purposes only and cannot be construed as contractually binding. Full descriptions of benefits are available in the Human Resources Office at both the College of Saint Benedict and Saint John's University.

#### **3.4.1 Governmentally-Mandated Benefits**

##### **3.4.1.1 Social Security**

The college [university] and each employee contribute monthly to the retirement program established under the Federal Insurance Contribution Act (FICA). In addition to retirement benefits, this program includes disability, survivor, and dependent benefits.

##### **3.4.1.2 Workers' Compensation**

All employees are protected under the Minnesota Workers' Compensation Act. The College of Saint Benedict carries Workers' Compensation Insurance to provide reimbursement for medical expenses and continuation of salary in the event of occupational illness or work-related injuries incurred during the course of employment.

All injuries, even if serious personal injury is not involved, must be reported to your supervisor. If professional medical treatment is indicated, your supervisor will contact the Security Office to make the necessary arrangements.

#### **Supervisor & Employee Responsibilities to Report Illness or Injuries**

The injured employee and his/her supervisor share in the responsibility to report occupational illnesses and work-related injuries. An "Accident/Incident Report" must be completed by both parties and returned to the Human Resources department within 24 hours of the incident. All injuries, regardless of severity, must be reported. The Human Resources department will file the injury report with the Plan Administrator. Failure to report an illness/injury in a timely manner may result in loss of benefits to the employee. Please contact the Human Resources department for further information.

#### **Benefits Coverage**

When an employee is absent from work due to a workers' compensation covered illness/injury, the College of Saint Benedict will continue to pay the employer's portion

of health and life insurance premiums for a period of 12 months. The employee will need to pay the employee portion of the premium.

### **Return-To-Work Program Statement**

The College of Saint Benedict supports the practice of bringing injured employees back to work, as soon as they are medically able, to the same position or another position compatible with any physical work restrictions. Accommodations may be necessary to meet the medical restrictions. If an accommodation in the employee's current position is not possible, the Human Resources department will work with the supervisor and employee to explore possible options for a temporary, transitional or light-duty position within or outside of the employee's department. We believe this practice serves the best interests of our employees and the College.

#### **3.4.1.3 Re-employment Insurance**

Employees are eligible for unemployment compensation coverage as established under the Minnesota Department of Employment and Economic Development ([www.uimn.org](http://www.uimn.org)). It is the individual's responsibility to determine if he or she should apply for benefits.

#### **3.4.1.4 Family Medical Leave Act**

Faculty Member's Rights and Responsibilities under the Family and Medical Leave Act

##### **Basic Leave Entitlement**

~~FMLA requires covered employers to provide up to 12 weeks of unpaid, job~~  
protected leave to eligible faculty members for the following reasons:

- For incapacity due to pregnancy, parental medical care, or child birth;
- To care for the faculty member's child after birth, or placement for adoption or foster care;
- To care for the Faculty member's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the faculty member unable to perform his/her job.

##### **Military Family Leave Entitlements**

An eligible faculty member with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use his/her 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal

arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for the employee's spouse, child, parent or next of kin who is a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that has rendered the service member medically unfit to perform his or her duties. This military caregiver leave may be used if the covered service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Benefits and Protections**

During FMLA leave, the employer must maintain the faculty member's health coverage under any "group health plan" on the same terms as if the faculty member had continued to work. A faculty member is entitled to the same or an equivalent job upon returning to work from FMLA leave if he/she returns to work within the twelve-week (or twenty-six week for military family leave) period. If a faculty member is unable to return to work or fails to return to work when the FMLA leave has been exhausted, the faculty member will be considered to have terminated employment unless an extension of leave or some other accommodation has been requested by the faculty member and such extension or accommodation has been granted by the employer. Any request for an extension of leave or accommodation must be made in writing to the Director of Human Resources.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the faculty member's leave.

### **Eligibility Requirements**

A faculty member is eligible if he/she has worked for a covered employer for at least twelve months and has worked for at least 1,250 hours over the previous 12 months.

### **Definition of Serious Health Condition**

A serious health condition entitling a faculty member to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in the FMLA regulations or a course of continuing treatment by a health care provider as defined in the FMLA regulations.

### **Use of Leave**

A faculty member does not need to use this leave entitlement in one block. Leave

may be taken intermittently or on a reduced leave schedule when medically necessary. A faculty member must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

In order to use paid leave for FMLA leave, faculty members must comply with the employer's normal paid leave policies.

### **Faculty Member Responsibilities**

A faculty member must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the faculty member must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

A faculty member must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and to determine the timing and duration of the leave.

Sufficient information may include that the faculty member is unable to perform job functions; a family member is unable to perform daily activities, the faculty or family member, needs hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. A faculty member also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. A faculty member also may be required to provide certification and periodic recertification supporting the need for leave.

### **Medical Certification**

If a faculty member takes Family Medical Leave for his/her own serious health condition or to care for the serious health condition of his/her child, spouse, or parent, the employer requires certification from a health care provider. The initial certification will be due fifteen calendar days after the request for Medical Leave is requested, and a certification supporting the leave will be required every thirty days, subject to exceptions. If certification is not provided as required, protected leave may be denied until it is provided.

### **Health Care Coverage**

During a faculty member's Family Medical Leave, the employer will continue to pay its share of the benefits, i.e., medical, dental, life, and long term disability if applicable. Faculty are required to pay their portion for the duration of the leave. If the faculty member is in a pay status, premiums will be deducted through the normal payroll

process. If the faculty member is in a non-pay status, contact the Human Resources department for payment arrangements.

### **3.4.2 Other Employment Benefits**

#### **3.4.2.1 Health Insurance**

The College of Saint Benedict is currently self-insured for this benefit.

#### **Eligibility**

A full-time or part-time benefit eligible employee is eligible for health insurance coverage effective the first of the month coincident with or following the first day of active employment.

#### **Coverage Summary**

You may choose from the following coverage options:

- Employee
- Employee + Child(ren)
- Employee + Spouse
- Family

The College and Employee share in the cost of this benefit.

An employee may apply for this coverage during open enrollment held each spring, effective annually on July 1. In the event an employee has a qualifying status change mid-year, a form must be completed within thirty-one days in order to make benefit changes.

#### **Coverage Continuation Program**

Following separation of employment, an individual previously enrolled in the health insurance plan will have the option of continuing group health coverage for up to eighteen (18) months or until Medicare eligible, whichever comes first.

An employee retiring with a minimum of 15 years of full-time service is eligible to continue health insurance coverage for the lesser of 36 months or to the date they become eligible for Medicare coverage.

If an employee resigns during a non-appointment period (unscheduled work time), benefits will end as of the last day of the month of the most recent appointment period.

### **Flex Spending Accounts**

This program allows an employee to set aside a portion of his/her salary, on a pre-tax basis, to pay for eligible medical and dependent care expenses.

### **3.4.2.2 Dental Insurance**

The College of Saint Benedict/Saint John's University are currently self-insured for this benefit.

#### **Eligibility**

A full-time or part-time benefit eligible employee is eligible for dental insurance coverage effective the first of the month coincident with or following the first day of active employment.

#### **Coverage Summary**

You may choose from the following coverage options:

- Employee
- Employee + 1
- Family

The College and Employee share in the cost of this benefit.

An employee may apply for this coverage during open enrollment held each spring, effective annually on July 1. In the event an employee has a qualifying status change mid-year, a form must be completed within thirty-one days in order to make benefit changes.

#### **Coverage Continuation Program**

Continuation coverage is not available for dental insurance.

### **3.4.2.3 Life Insurance and AD&D (Accidental Death and Dismemberment). Eligibility**

A full-time or part-time benefit eligible employee may receive this benefit effective the first of the month coincident with or following the first day of active employment.

## Coverage Summary

This benefit is paid for by the College, with the amount of coverage as follows:

<u>Salary Range</u>	<u>Benefit Amount of Life and AD&amp;D Insurance</u>
\$0 to \$20,000	\$50,000*
\$20,001 to \$37,500	\$75,000
\$37,501 to \$50,000	\$90,000
\$50,001 and above	\$100,000

\*The employee is responsible for income tax on the life insurance benefit amount above \$50,000.

In the event of death, a benefit will be paid to the designated beneficiary in the amount described above. If an employee continues to be employed between age 70 and 75, the benefit received will be reduced to 65 percent. At age 75 the benefit will be reduced to 50 percent.

## Employee Optional Life Insurance

In addition to the benefit listed above, an employee may elect to purchase one, two, three, or four times his/her annual salary in optional life insurance. In addition, an employee may purchase a basic amount of life insurance for his/her spouse and eligible dependents. Matching AD&D Insurance may also be purchased on employee only. An employee may apply for available optional life insurance during open enrollment held each spring, effective annually on July 1. In the event that the employee has a qualifying status change mid-year, a form must be completed within thirty-one days in order to make benefit changes.

## Coverage Continuation Program

Following separation of employment, an employee previously enrolled in the life insurance plan will have the option of continuing life insurance coverage for up to eighteen (18) months.

#### **3.4.2.4 Long Term Disability Eligibility**

A full-time benefit eligible employee with a minimum of one year of employment is eligible to apply for this benefit.

#### **Benefit Summary**

The Long Term Disability Plan provides a benefit equal to sixty percent of the employee's monthly salary to a maximum of \$11,000 per month if they are unable to work due to an illness or non-work related injury and after the completion of the 120 calendar day elimination period. The employer pays 100 percent of the employee's premium for this protection. For additional information, contact the Human Resources department.

After the Long Term Disability elimination period of 120 calendar days, the employee has the right to continue current elected benefits for up to eighteen (18) months, as stated in the Coverage Continuation Program. The College will pay the employer's share of the premiums for current elected basic life and health benefits for the first twelve months of the eighteen month period, provided the employee has applied for long term disability benefits and the claim has been approved.

(See Sections 2.11 and 2.13.4)

#### **3.4.2.5 Sick Leave**

(See Sections 2.10.3.2.c for reporting an absence)

#### **Eligibility**

A faculty member may earn up to 20 days (160 hours) per year. Sick leave accrues based on FTE status and begins to accrue immediately upon employment.

#### **Earning Sick Leave**

Sick leave can be accrued up to a maximum of ninety days or 720 hours. A faculty member's sick leave balance is not paid out upon separation of employment.

#### **Use of Sick Leave**

An eligible faculty member may use accumulated sick leave hours to account for



absence(s) from work due to his/her non-occupational injury or illness, the illness or injury of the faculty member's relative (as defined below), or for a medical/dental/vision care appointment.

Relative is defined as:

- minor or adult child, including step, adopted, or foster child
- grandchild including step, adopted, or foster grandchild
- spouse
- sibling
- parent/step-parent/parent in-law
- grandparent

**Safety leave:** A faculty member may also use sick leave for safety leave, broadly defined as leave for the purpose of providing or obtaining assistance because of sexual assault, domestic abuse or stalking of the faculty member or any relative of the faculty member, as outlined above.

**Medical Certification:** A faculty member using five consecutive days of sick leave will

be required to obtain medical certification for the absence. The absence may qualify for Family Medical Leave due to a documented serious health condition of the faculty member, the faculty member's spouse, child, or parent. Please contact the Human Resources Department for further information or refer to Section 3.1.4.4 Family Medical Leave Act.

#### **3.4.2.6 Flex Spending Accounts**

This program allows an employee to set aside a portion of his/her salary, on a pre-tax basis, to pay for eligible medical and dependent care expenses.

#### **3.4.2.7 Educational Benefits for Employee/Spouse Eligibility**

A full-time benefit eligible employee and/or his/her spouse may receive this benefit the beginning of the semester following six months of continuous employment.

The benefit provides for free tuition, excluding fees, with the approval of the Chief Administrative Officer (CAO). The employee/spouse may enroll for one undergraduate course per term including summer term, up to four credits, to a

maximum of two courses per year. Courses available are limited to undergraduate offerings at the College of Saint Benedict and Saint John's University excluding: the CSB/SJU/Saint Cloud State University Exchange Program; special evening courses; School of Theology courses,

etc. Enrollment in courses does not imply acceptance of the employee/spouse by either the College of Saint Benedict or Saint John's University as a degree candidate.

#### **3.4.2.7.1**

The benefit provides for free tuition the next full semester after six (6) months of continuous employment and with the approval of the provost. Educational benefits for eligible employee/spouse are available within the scope of the following policy. The payment of special fees is the responsibility of the employee/spouse. An employee is required to make up the time away from work. Full-time employees and/or their spouses may enroll for one undergraduate course per term. Such courses may carry credit of up to four credit hours. Courses available are limited to undergraduate offerings at Saint John's University and the College of Saint Benedict on either campus during the fall and spring terms. Thus, the following are excluded: Saint John's University/College of Saint Benedict/Saint Cloud State University Exchange Program, special evening courses, and School of Theology courses. The privilege of enrollment in courses does not imply acceptance of the employee/spouse by either Saint John's University or the College of Saint Benedict as a degree candidate.

#### **3.4.2.7.1 Tuition Remission for Faculty Employees**

The request to make use of this benefit shall be made by the employee to his or her department chair and approved by the provost.

The faculty employee's department chair shall, if he or she deems appropriate, give the faculty employee approval by signing the registration form in the space provided for the adviser's signature.

The Human Resources Office at either the College of Saint Benedict or Saint John's University will need to confirm the employee's eligibility after the request for authorization has been filled out by the faculty employee.

#### **3.4.2.7.2 Tuition Remission for Spouses of Faculty Employees**

The spouse of a full-time faculty employee who is interested in the educational benefit should contact the Human Resources Office at either the College of Saint Benedict or Saint John's University for further information.

#### **3.4.2.7.3 Tuition Remission/Assistance for Dependents of Faculty**

**Employees** This tuition remission benefit provides a financial resource to a qualified son or daughter for meeting the tuition costs at the College of Saint Benedict or Saint John's University.

The employee and/or the son or daughter assumes all liability for any federal or state taxes that may be attached to this benefit

**Note:** This policy may be subject to review as federal and state tax regulations evolve.

### **3.4.2.7.3.1 Tuition Remission for Dependents Eligibility**

After a full-time benefit eligible employee has worked for at least twenty-four months in a full-time capacity, CSB will grant tuition remission beginning the next fall or spring semester to the eligible employee's qualified son or daughter to attend either the College of Saint Benedict or Saint John's University. Continued access and use of the benefit requires the employee to remain in a benefit-eligible position or, if no longer employed, to have left employment in a manner consistent with the provisions of this policy which allow for the extension of the benefit to eligible dependents of a former employee.

The terms of the tuition remission benefit at the College of Saint Benedict or Saint John's University are as follows:

A qualified son or daughter is defined as the employee's biological child, child legally adopted prior to age 18, or step-child living with the employee or step-child for whom the employee has full or shared custody.\* Each time an eligible employee requests a tuition remission benefit, the qualified son or daughter must meet the following criteria:

1. is less than twenty-five years old;
2. is not and has not been married;
3. has been accepted for admission by the CSB/SJU Admission Office based on meeting the admission criteria.

\*A step-child must be claimed as a dependent on the employee's tax return for at least the tax year prior to utilizing the benefit, unless legally ineligible to be declared a dependent. An IRS tax return transcript will be required. A copy of a divorce decree or a death certificate may also be requested. **Note:** Only undergraduate course offerings qualify. Continuing Education courses, special evening courses, School of Theology courses, summer school, and the like are excluded.

The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress as determined by that college.

### **Amount, Duration and Other Policies**

Tuition remission covers only the tuition for two (2) semesters and does not cover overload, special, summer credits, or summer internships. The duration of this benefit is a maximum of four years of undergraduate higher education for each son or daughter. If the son or daughter has completed two (2) years of college at the time he/she becomes eligible for this benefit, the maximum amount that this benefit would cover is two (2) years

### **Duration of the Benefit**

The **maximum** duration is four (4) school years for each son or daughter, namely eight semesters.

### **Additional Information**

#### **Dollar Value of Tuition Remission**

The maximum dollar amount of Tuition Remission each school year for a qualified son or daughter shall be the College/University's tuition for the current year. The employee or the son or daughter pays all other applicable charges: room, board, fees, books, and the like.

#### **Additional Financial Aid**

Students receiving tuition remission are not eligible for College of Saint Benedict or Saint John's University merit scholarships. However, students receiving tuition remission may apply for federal or state grants by completing the required financial aid forms each year. If the student qualifies for a federal or state grant, it will be awarded in addition to the tuition remission. In the event the total of tuition remission, federal grants, state grants and any other aid exceeds the cost of attendance, the tuition remission award will be reduced. Questions about the financial aid process, federal or state grants, on-campus employment or loan options should be directed to the Financial Aid office.

#### **Following Disability or Death of Employee**

After ten years of full-time employment with the College of Saint Benedict, a 50 percent tuition remission shall survive the employee for each remaining son or

daughter and 5 percent for each additional year over 10.

### **Following the Retirement of an Employee**

If an employee retires after twenty or more years of full-time continuous employment from the College of Saint Benedict, tuition remission benefits for qualified sons and daughters shall continue in effect at the College of Saint Benedict and Saint John's University.

### **Twenty Years of Service Tuition Remission Benefit**

The College of Saint Benedict employees who were hired before July 1, 1998, will retain the "20 years of service" benefit. This benefit provides tuition remission at the college of Saint Benedict or Saint John's University for eligible dependent children after an employee has twenty years of service and is no longer employed at the College. The use of this benefit does not apply to any of the consortia programs offered by the College.

### **Status Changes during the Academic Year**

If the recipient loses qualified son or daughter status during the academic year or the employee terminates employment, the tuition remission benefit will be prorated.

#### **3.4.2.7.3.2 Tuition Consortia Program for Dependent Eligibility**

After a full-time benefit eligible employee has worked for at least twenty-four months in a full-time capacity, the College of Saint Benedict will grant tuition remission beginning the next fall or spring semester to the eligible employee's son or daughter. The Tuition Consortia program includes two programs: Tuition Exchange (TE) Catholic College Cooperative Tuition Exchange (CCCTE) The terms of the program are as follows:

A qualified son or daughter is defined as the employee's biological child or a child legally adopted prior to age 18. Each time an eligible employee requests a tuition remission benefit, the qualified son or daughter must meet the following criteria:

1. is less than twenty-five years old;
2. is not and has not been married;
3. is claimed as a dependent on the employee's tax return for at least one year prior to utilizing the benefit, unless not eligible to be declared a tax dependent by court-order;
4. and is accepted for admission based on the admission criteria used to evaluate all

prospective students. (Contact the Office of Admission for the admission criteria.)

### **Priority for Utilizing Tuition Consortia**

1. Seniority (years of service) is the main criterion for deciding priority of an employee's dependent child to receive this benefit. Years of service are measured from the date of hire in a full-time benefit eligible position. Leaves of Absence will not be counted towards years of service for the purpose of the seniority calculation. In cases of employees with identical seniority, the age of the dependent child is the deciding factor, with the older child given priority (determined by birth date).
2. An employee may normally receive only one tuition consortia benefit at a time. The dependent may have access to up to four years of the benefit, or completion of a baccalaureate degree, providing the parent/employee continues to be eligible. An employee with one dependent using the benefit who wants to apply on behalf of another dependent must take a place on the priority list behind all other applicants who are applying for a first applicant in the family.

Each tuition consortia program has its own import/export requirements. A deterioration of our import/export balance may result in a student applying for or already attending college to lose the tuition consortia benefit. A dependent choosing to discontinue attending a consortia college cannot "release" unused tuition consortia years to a sibling.

The dependent already in the consortia ordinarily has priority over all new applicants unless a limit of less than four years was specified on the dependent's certification or decertification form or our credit/debit balance deteriorates.

**Note:** The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress, as determined by that institution.

### **Application Deadline**

The dependent must receive an acceptance from the school to which he/she is applying before consortia applications will be considered.

Application forms are available from the Human Resources department. The deadline to request consideration for a child(ren) for the following school year is December 1<sup>st</sup>. After those who are declared eligible and given priority have either succeeded in gaining admission under tuition consortia, have matriculated at the college other than under tuition consortia, or have stopped attempting to get into a college, other spaces may be made available.

**Note:** There are many variables which may affect a dependent's ability to utilize this program. CSB cannot control how many of our applicants will be accepted into the program, nor does CSB have control over whether an applicant will be accepted by the school of his/her choice. It is recommended that this program be considered as just one potential option for college financing.

### **3.4.2.7.3.3 Traveling Tuition Remission Assistance**

A Saint John's University full-time faculty employee hired before July 1, 1998 is eligible to receive this benefit.

#### **1. Definitions:**

a. Traveling Tuition Remission is an educational benefit provided by the University to qualified son(s) or daughter(s) of an eligible employee for meeting the tuition costs at an undergraduate institution other than Saint John's University, the College of Saint Benedict, an institution which is a member of one of the consortia programs (as indicated in Section 3.4.2.7.3.2), or with whom there is a bilateral agreement.

*Effective July 1, 2011, an eligible employee with a dependent entering college will be required to notify the Human Resources department annually, by December 1<sup>st</sup>, of their intent to use the benefit effective the following academic year. The December notification date coincides with the timeline for consortia applications. An employee's dependent who chooses to attend a school participating in SJU's consortia programs must apply for, and if accepted, use the consortia program.*

b. Institution of Higher Education is a nationally or regionally accredited institution that offers the baccalaureate degree, or a community college whose credits would be of such value as to be transferable to Saint John's University.

c. The term qualified refers to a son or daughter who, at each time of requesting use of the benefit, concurrently meets all of the following criteria:

- 1) Is a biological child of the eligible faculty employee, a child who was legally adopted prior to age 18, or a stepchild who was designated by name at the time of initial appointment;
- 2) Is less than 25 years old;
- 3) Is a declared dependent of the employee for Internal Revenue Service purposes;
- 4) Is not and has not been married; and

5) Is enrolled at an accredited two-year or four-year institution of higher education for the purpose of pursuing a bachelor's degree.

At the time of hire, the status of each child of the eligible employee was clarified and written into the employment record by the Human Resources department. Further biological children of the employee and children who are legally adopted prior to age eighteen will subsequently be added to the record.

**Note:**

The employee and/or the son or daughter assumes all liability for federal and state taxes that may be attached to this benefit. This policy may be subject to review in accordance with changes in federal and state tax regulations.

The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress, as determined by that institution

**2. Duration of Benefit**

The maximum duration is four (4) school years for each son or daughter—namely, eight (8) semesters.

**3. Summer School**

Attendance at summer school allows an individual to earn credits toward graduation. In this case, the number of credits paid for will be computed as a portion of an academic year. Thus, if eight (8) semester hours are paid for (supposing, for purposes of this example, a Saint John's University 16-credit-per-semester, full-time load), that payment represents one-half of a semester.

**4. Status Change During the Academic Year**

If the recipient loses qualified son or daughter status (e.g., if the recipient turns 25 years of age, marries, discontinues being an IRS dependent of the employee) during the academic year, tuition remission is prorated.

**5. Dollar Value of Traveling Tuition Remission**

The maximum dollar amount for traveling tuition remission each school year for a qualified son or daughter shall be the Saint John's University tuition for the current year, or the tuition of the college attending, whichever is less. The total amount of the benefit received using a combination of the traveling tuition benefit and the consortia



benefit will not exceed the cost of tuition at SJU. The employee or son or daughter pays all other applicable charges: room, board, student and activity fees, additional tuition (at another institution), books, and the like.

## **6. Financial Aid Requirement**

An eligible employee with a son/daughter beginning college in fall of 2012 or later is required to apply for financial aid by completing the Free Application for Federal Student Aid (FAFSA) and any other forms required by the institution where their son/daughter is considering attending. Employees must apply by the financial aid deadline established by the colleges the student is considering attending. Eighty percent (80%) of gift aid (grants and scholarships) from all sources (federal, state, and institutional) awarded to a traveling tuition participant from the attending institution will be applied to tuition first. Remaining tuition owed will then be paid by SJU at an amount not to exceed the published SJU full-time tuition rate. The remaining 20% of merit/grant aid awarded can be retained by the recipient.

Questions regarding the financial aid application process may be directed to the CSB/SJU Financial Aid Office.

## **7. Method of Tuition Disbursement – To Attending Institution**

A check for an amount equivalent to current tuition at Saint John's or tuition at the attending college, whichever is less, will be sent by the SJU Business Office to the attending institution each time a tuition-due statement is received from the eligible employee. A copy of the financial aid award letter from the college must be submitted to the SJU Business Office along with the tuition statement.

## **8. CSB/SJU Room and Board Incentive**

A qualified son or daughter, beginning college in fall of 2012 or later, who chooses to attend SJU or CSB will also be granted a \$2,000 per year room and board discount to be used for on-campus room and board expenses over their four years of attendance.

## **9. Following Disability or Death of an Employee**

After 10 years of full time employment with the Saint John's University, a 50 percent tuition remission shall survive the employee for each remaining son or daughter and 5 percent for each additional year over 10 years.

**Note:** *If a son or daughter is attending another institution at the time of the eligible*

*employee's total disability or death, he or she will be allowed to complete the baccalaureate education at that institution.*

## **10. Following the Retirement of an Employee**

The benefit for retirement after 20 years will be for tuition remission only at Saint John's University or at the College of Saint Benedict. Questions regarding this policy may be directed to the Human Resources department.

### **3.4.2.8 Paid Parental Leave**

A one-sixth release with pay due to the birth or adoption of a child in the semester that the new parenting occurs or in the following semester will be granted. New employees are eligible for this benefit after six months of employment. Additional information is available in the Human Resources Office at both the College of Saint Benedict and Saint John's University.

### **3.4.2.9 Retirement Program**

The College of Saint Benedict/Saint John's University provides a retirement plan for all eligible employees. The plan is administered by Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF) of New York.

#### **Eligibility**

A full-time benefit eligible employee may participate in the retirement plan after completing three consecutive years of benefit-eligible service.

The waiting period of three years is waived for a person who already has an active contract that was receiving the employer contribution from an organization that meets the eligibility requirements of Code Section 403(b).

#### **Contributions**

##### **Minimum Contributions**

The plan requires the employee to contribute a minimum 2% of salary in order to receive the employer contribution of 9% of the employee's salary.

Upon enrollment each participant reviews the investment options and determines investment allocation. Participants may change allocations with TIAA-CREF at any time.

##### **Voluntary Contributions**

A benefit eligible employee may elect to make voluntary contributions in excess of the established levels to a Supplemental Retirement Annuity (SRA). Part-time employees are eligible to make voluntary contributions to an SRA only.

### **Retirement/Employment Separation Information**

Upon retirement or separation of employment, an employee is encouraged to contact a TIAA-CREF representative regarding plan options.

If a former employee is rehired and does not have active TIAA-CREF contracts, they will have to reestablish eligibility to participate in the retirement plan.

#### **3.4.3 Additional Non-contractual Benefits**

##### **3.4.3.1 Tuition Assistance for Saint John's Preparatory School**

A tuition assistance grant from the employing division toward tuition for Saint John's Preparatory School for sons or daughters is available according to the provisions outlined below.

Any decisions related to the continuance or changes in the current administration of tuition assistance will be reviewed annually.

#### **Employee Eligibility**

1. An employee is eligible for a tuition assistance grant after twenty-four months of continuous employment in a full-time benefit eligible position.
2. At the time of hire, the eligibility status of the employee's children is recorded by the Human Resources department. It is the employee's responsibility to notify the Human Resources department in the event of another birth or legal adoption of a child who is adopted prior to age eight.

**Qualified Son or Daughter** - The term **qualified** refers to a son or daughter, who at each time of requesting a tuition assistance grant, concurrently meets all of the following criteria:

1. is a biological child of the eligible employee, a child who was legally adopted prior to age eight, or a stepchild who was designated by name at the time of initial employment;
2. is less than nineteen years old at the beginning of the academic year; and

3. is a declared dependent of the employee for Internal Revenue Service purposes.

**Note:** The student must meet the academic standards set by Saint John's Preparatory School and must maintain satisfactory academic progress, as determined by the school.

### **Dollar Value of Tuition Assistance**

The dollar value of the tuition assistance will be determined annually and will apply only to payments made to Saint John's Preparatory School. *Refer to the Benefit section for the Tuition Remission policy.*

### **3.4.3.2 Additional Benefits**

#### **Employee Assistance Program**

The Employee Assistance Program (EAP) is free resource available to all employees and their immediate family members. EAP representatives are available to offer assistance in many areas, including:

- Family/Marriage Relationships
- Mental Health (stress management, depression, anxiety)
- Chemical Dependency
- Financial Management
- Legal Concerns

Further information is available at: <http://www.midwesteap.com/> or by calling 1-800-383-1908.

#### **Campus Events Collegiate Athletic Events**

An employee may present his/her ID card for free admission to CSB/SJU home collegiate athletic events (some exclusions may apply). Eligibility applies to the employee and immediate family members.

#### **Benedicta Arts Center (BAC) and Stephen B. Humphrey Theater (SBH)**

All employees are welcome to attend the performances at the BAC and the SBH Theater and to view Gallery exhibitions at the BAC and SJU Art Centers.

Many of the events are not ticketed and open to the public free of charge. For most CSB/SJU Fine Arts Series events to which tickets are sold, an employee

may obtain two reduced tickets per event.

In recognition of the Sisters of the Order of Saint Benedict and members of the Monastery at the Order of Saint Benedict, Fine Arts Programming will provide one complimentary ticket per CSB/SJU Fine Arts Series event to members of the religious communities.

When an event is sponsored by an organization other than the Fine Arts Programming, the employee discount or complimentary tickets for religious community members may not be available.

For further ticket and event information about the BAC and SBH Theater, please contact the BAC Information Office at extension 5777.

### **Use of Campus Facilities**

An employee and his/her immediate family may use recreational facilities on each campus according to procedures established by the facility management office. No facility or office on campus is to be used for child care or unsupervised recreation for an employee's child.

### **Health Services**

An employee and his/her dependents are eligible to access the health center located on the Saint John's campus. Contact Health Partners at the Saint John's Campus for more information.

### **Library Services**

Library services are available for all employees. For further information, contact the Clemens Library, extension 5611, at the College of Saint Benedict and/or Alcuin Library, extension 2122, at Saint John's University.

### **Campus Services**

Various campus department services such as duplicating and library/media are available to employees according to departmental policy.

## **3.5 College of Saint Benedict and Saint John's University Policies**

### **3.5.1 Joint Sexual Misconduct Policy**

#### **I. PURPOSE, SCOPE AND DEFINITIONS**

**A. Purpose.** The purpose of this policy is to maintain an environment that is free from the physical and emotional threat of sexual misconduct, including sexual harassment, sexual assault, and other forms of sexual violence. The College of Saint Benedict (CSB) and Saint John's University (SJU) have **zero** tolerance for sexual misconduct in any form.

In institutions such as ours, which espouse Catholic and Benedictine values, every community member's awareness of and respect for the rights and human dignity of all persons undergirds community life. These values demand that we strive to create an environment where the sacredness of each person is honored. Sexually assaultive conduct, sexual harassment, and other sexual misconduct violate the sacredness of the person, weaken the health of the community, and are antithetical to the mission of our institutions.

The College of Saint Benedict and Saint John's University will investigate and promptly seek the equitable resolution of all allegations of sexual misconduct.

**B. Scope.** This policy applies to all students, faculty, and staff of CSB and SJU. Other individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU are required to comply with the provisions of this policy. All community members will abide by this Policy at all times, whether on campus or away from campus, when engaged in activities sponsored by the institution or which otherwise relate to the institution or its business. Such activities include, but are not limited to, professional meetings, classes, practica, seminars, study abroad programs, and all other activities involving or relating to the institution(s).

**C. Definitions.**

1. **Sexual Misconduct.** Sexual misconduct incorporates a variety of behaviors, including sexual assault, sexual violence, sexual harassment, stalking, domestic violence, dating partner violence, sex-based cyber harassment, hazing of a sexual nature, peeping, voyeurism, going beyond the boundaries of consent (such as secretly allowing others to watch a sexual encounter), and any other conduct of a sexual nature that is nonconsensual or has the purpose or effect of threatening, intimidating, coercing or interfering with the rights of another person or persons. Much sexual misconduct includes nonconsensual sexual contact, but this is not a necessary component. Threatening or intimidating speech, which meets the definition of sexual harassment, for example, will constitute sexual misconduct. Photographs, video, or other visual or auditory records of sexual activity made or shared without explicit consent constitute sexual misconduct, even if the activity documented was consensual. Domestic violence and dating partner

violence constitute sexual misconduct, regardless of whether the intimate or sexual relationship between the parties is consensual.

2. **Sexual assault** is defined as sexual contact, including but not limited to penetration, without consent. Sexual assault is a form of sexual violence and a severe form of sexual harassment.

3. **Sexual contact**, for purposes of this policy, shall have the same meaning as it has under Minnesota law. **“Sexual contact”** includes, but is not limited to, the intentional touching by the respondent of the complainant’s breasts, inner thighs, genitals and/or groin area, whether clothed or unclothed; or the coerced touching by the complainant of another’s intimate parts. Sexual contact also includes the intentional removal or attempted removal of clothing covering the complainant’s intimate parts.

4. **Consent** means words or overt actions by a person indicating a freely given present agreement to perform a particular sexual act with the actor. Consent must be informed and freely and actively given.

- Consent requires more than the existence of a prior or current social or sexual relationship between the actor and the complainant.
- Consent to one sexual act does not imply consent to another. Consent has to be specific to the act. Past consent to sexual activity does not imply ongoing future consent. Consent can be revoked at any time. Although consent does not need to be verbal, verbal communication is the most reliable form of asking for and gauging consent.
- Simple silence, the lack of a negative response, or failure to resist is not consent. It is the responsibility of the actor to obtain consent to any and all sexual involvement that occurs.
- The use or threatened use of force or other forms of coercion or intimidation take away a person’s ability to give consent to sexual contact. Consent is not present when another person fears the consequences of not consenting. Coercion includes intimidation, threats, misuse of authority, manipulation, tricking or bribing with actions and/or words.
- A person who is asleep, unconscious or substantially impaired by drugs, alcohol, disability, or other means, or who lacks full knowledge or information of what is happening cannot consent to a sexual act. This is true regardless of whether the person voluntarily or involuntarily consumed the drugs or alcohol. Use of drugs or alcohol by the accused, however, is not a defense against

allegations of sexual misconduct and does not diminish personal accountability or criminal liability.

- A person who has not reached the legal age of consent may not give consent. The legal age of consent may vary depending on the circumstances and the applicable state law.
- Where there is otherwise credible evidence to support a finding of nonconsent, corroborating testimony is not required.

5. **Sexual harassment**, a form of discrimination based on sex, is defined in part as follows:

- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual or gender-based nature when:
  - submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational experience; or submission or rejection of such conduct by an individual is used as the basis of employment decisions or academic or education-related decisions affecting such individual (**Quid Pro Quo Sexual Harassment**); or
  - such conduct has the purpose or effect of substantially and unreasonably interfering with an individual's work or educational experience or creating an intimidating, hostile, or offensive working, residential, or educational environment. (**Hostile Environment Sexual Harassment**).
- **Examples of Sexual Harassment.** The determination of what constitutes sexual harassment depends upon the specific facts of each situation in the context in which the conduct occurs. Sexual harassment may take many forms. It may be subtle and indirect, or blatant and overt. It may be conduct affecting an individual of the opposite sex or conduct affecting an individual of the same sex. It may occur between peers or between individuals in a hierarchical relationship. If it meets the conditions set forth in the above definition, conduct such as the following may be considered sexual harassment:
  - **Non-verbal harassment** may include suggestive or insulting sounds, leering, whistling, obscene gestures, and visual displays;
  - **Verbal harassment** may include statements (written or



spoken) drawing upon sexual innuendo, suggestive comments, insults, humor or jokes emphasizing gender-specific traits or clothing, sexual propositions (including repeated unwelcome invitations to social engagements), or sexual threats;

- **Physical harassment** may include unwanted touching, pinching, patting, hugging, or brushing of one's body. In its most extreme form, sexual harassment includes sexual assault.
- **Gender-based harassment** may include non-verbal, verbal or physical harassment directed at an individual or a group of individuals solely on the basis of gender, whether or not such conduct is sexual in nature.
- In some cases, **consensual romantic or sexual relationships** may form the basis for a claim of sexual harassment when the relationship gives undue access or advantage, restricts opportunities or creates a hostile and unacceptable environment for others.

**6. Dating Violence.** Dating Violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**7. Domestic Violence.** Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Minnesota, or by any other person against an adult or youth victim who is protected from that person's acts under domestic or family violence laws.

**8. Stalking.** Stalking means engaging in a course or pattern of unwelcome and unwanted conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress. Stalking can be a form of sexual harassment. Stalking behavior includes, but is not limited to:

- Repeated, unwanted, intrusive, and frightening communications by phone, mail, and/or email;
- Repeatedly leaving or sending victim unwanted items, presents, or flowers;
- Following or laying in wait for the victim at places such as home, school, work, or recreation place;
- Making direct or indirect threats to harm the victim, the victim's children, relatives, friends, or pets;
- Damaging or threatening to damage the victim's property;
  
- Posting information or spreading rumors about the victim on the internet, in a public place, or by word of mouth;
- Unreasonably obtaining personal information about the victim by accessing public records, using internet search services, hiring private investigators, going through the victim's garbage, following the victim, contacting victim's friends, family work, or neighbors, etc.

**D. Other Important Terms.**

1. **Community** and **institutions** – refer to the College of Saint Benedict and Saint John’s University and in the case of community, all of their students, faculty and staff, and associates.
2. **Campus** refers to the grounds of the College of Saint Benedict and Saint John's University.
3. **Campus authorities** refers to the Department of Security at the College of St. Benedict, Life Safety Services at Saint John’s University, and/or the Human Rights Officer(s) (“HRO”), Dean(s) of Students, or Lead or Deputy Title IX Coordinators.
4. **Student** refers to any person enrolled in the College of Saint Benedict or Saint John’s University, whether undergraduate or graduate.
5. **Supervisor** refers to administrators, department chairs, faculty, residence directors, faculty residents, resident assistants, staff persons, and others who have the responsibility for faculty, staff, or students’ terms and/or conditions of employment, educational and academic opportunities, and living situations.
6. **Associate** refers to any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including members of the Saint John’s Abbey and Saint Benedict’s Monastery.
7. **Complaint** refers to a signed statement made under the Joint Complaint Procedure for Sexual Misconduct Violation.
8. **Report** refers to the providing of any information to a campus security authority or supervisor at CSB or SJU regarding conduct that may violate this policy.

9. **Advisor** refers to the individual chosen by a student, staff or faculty member involved in a sexual misconduct proceeding to serve as his or her advisor. Under the Sexual Misconduct Procedures, a student, staff or faculty member involved in a proceeding as a complainant or a respondent may choose an advisor from one of the Communities. The advisor may be a faculty member, administrator, staff member or student. The role of the advisor is to advise and assist the student, staff or faculty member during the course of the proceeding. The advisor may accompany the student, staff or faculty member to all meetings relating to the disciplinary proceedings. The advisor may not appear in lieu of the student or speak on his or her behalf. The advisor may not address the hearing officer or the ad hoc committee, and may not interrupt or otherwise delay the proceedings. At the discretion of the Dean(s) of Students or Faculty/Staff HRO, the advisor may also be allowed to accompany a person involved in other aspects of the complaint process.

10. **Third Party** refers to an individual or entity who is not a member of the campus community but whose activities bring them into contact with members of the campus community, including, but not limited to, visitors to campus, alums, and prospective students and prospective employees.

11. **Title IX Coordinators** are officials from CSB and SJU who have been appointed by their respective institutions to address issues of gender-based discrimination and sexual misconduct. The Title IX Coordinators for each

institution who have responsibility for sexual misconduct complaints are listed in the contact information at the end of this policy. The Lead Title IX Coordinators of each institution are responsible for general oversight of issues related to sexual misconduct and sex discrimination. The Deputy Coordinators help to process complaints of sexual misconduct and sex discrimination and assist with general education and compliance efforts. All coordinators are knowledgeable about and will provide information on options for complaint resolution.

## II. THE LAW

Sexual harassment, sexual assault, and other forms of sexual misconduct are forms of sex discrimination. Not only are they prohibited by this policy and the Joint Policy on Human Rights, but they are also prohibited by various laws, including Title IX of the Educational Amendments of 1972 and the Minnesota Human Rights Act. The College of Saint Benedict and Saint John's University will be guided in their resolution of sexual misconduct allegations by their mission and values, as well as by law.

In addition, some forms of sexual misconduct are crimes. The institutions will assist all parties complaining of sexual misconduct, such as sexual assault or sexual violence, who want to make a criminal complaint. The institutions themselves may also report sexual misconduct allegations to outside law enforcement agencies.

Victims of crimes in Minnesota have certain rights. Information about victims' rights

is available from the Dean(s) of Students or Deputy Title IX Coordinator(s) or from the Minnesota Department of Public Safety, Office of Justice Programs,

<https://dps.mn.gov/divisions/ojp/help-for-crime-victims/Pages/default.aspx>.

### **III. FAIR AND EQUITABLE TREATMENT OF THE PARTIES**

These institutions recognize that community support for both the victim and the accused is essential to a fair and just response to a sexual misconduct report. Therefore, CSB and SJU strive to provide parties involved in a sexual misconduct incident the following:

1. Privacy and treatment of sensitive information in a confidential manner, to the extent possible;
2. Treatment with dignity and nonjudgmental assistance;
3. Meaningful support from CSB and SJU departments and individuals, as appropriate (i.e., counseling, campus ministry, residential life, dean of students, department chairs, etc.);
4. Fair, impartial and timely investigation and resolution by campus disciplinary authorities of a sexual misconduct report;
5. An explanation of the complaint procedures for sexual misconduct violations;
6. An explanation of the allegations made against a party under this policy;
7. The ability to participate or not participate in campus disciplinary proceedings regarding a sexual misconduct incident and an explanation of consequences if a party chooses not to participate;
8. Information, prior to a hearing, about the identity of witnesses who may be called;
9. The opportunity to speak on his or her own behalf in a disciplinary proceeding;
10. An advisor at any campus disciplinary proceeding regarding a sexual misconduct complaint. CSB and SJU provide the parties equal opportunities to have others present at a disciplinary hearing;

11. Privacy with regard to his or her irrelevant past sexual/relationship history during campus disciplinary proceedings;
12. Timely information about the outcome of any campus disciplinary proceeding concerning a sexual misconduct complaint, to the extent allowed by law;
13. The opportunity to appeal the outcome of a campus proceeding involving a contested complaint under this policy.

In addition, the victim of sexual assault has the following rights:

1. The right to the prompt assistance of campus authorities at the request of the victim, in notifying the appropriate law enforcement officials and disciplinary authorities of a sexual assault incident;
2. The right to the prompt assistance of campus authorities, at the request of the victim, in filing criminal charges with local law enforcement officials in sexual assault cases;
3. The right to the prompt assistance of campus authorities, at the direction of law enforcement authorities, in obtaining, securing, and maintaining evidence in connection with a sexual assault incident;
4. The right to assistance of campus authorities in preserving materials relevant to a campus disciplinary proceeding for a sexual assault complainant or victim;
5. The right to the assistance of campus personnel in shielding the victim, at his or her request, from unwanted contact with the alleged assailant, including but not limited to transfer of the victim to alternative classes or to alternative college-owned housing, if alternative classes or housing are available and feasible;
6. The right to receive information regarding counseling services and services available to victims from the State of Minnesota through the Office of the Crime Victims Ombudsman and the Crime Victim Reparations Board, and assistance in contacting these offices.

## **IV. REPORTING SEXUAL MISCONDUCT<sup>2</sup>**

### **A. Reports of Sexual Misconduct to CSB and/or SJU.**

1. **Victims.** Any community member who believes that he or she has

experienced sexual misconduct in violation of this Policy is expected to give notice of the violation to a Title IX Coordinator, the CSB Department of Security, or SJU Life Safety Services as soon as possible. (See contact information below.) CSB and SJU understand that it can be difficult for victims of sexual misconduct to come forward. Victims of sexual misconduct are NOT to blame for what has occurred. While reports of sexual misconduct are expected, CSB and SJU will not discipline or penalize any victim who fails to make such a report.

The purpose of reporting the sexual misconduct is so that CSB and SJU can investigate and respond appropriately to the policy violation. This includes providing support to the victim; discipline, if appropriate, of a person found to have engaged in sexual misconduct; and other actions to correct and prevent sexual misconduct.

Victims of sexual misconduct are also encouraged to contact [the Office of Counseling, Health Promotion](#) for confidential support and counseling services.

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2 2 Because of the significant interaction between students and employees of CSB and SJU, CSB and SJU have determined that reports of sexual assault or misconduct at one institution shall be shared with the other institution so that each institution can take appropriate responsive measures.

2. **All Community Members.** All community members who have observed others experiencing what they believe to be an incident of sexual misconduct or who have received a report of sexual misconduct are expected to report such conduct to a Title IX Coordinator, the CSB Department of Security, or SJU Life Safety Services at once.
3. **Supervisors.** Institutional supervisors (See Section I, Definitions) have the further responsibility to use their best efforts to assure that sexual misconduct does not occur and that sexual misconduct is reported if it does occur. When a supervisor receives a report of, or otherwise identifies a problem as being one involving a potential claim of sexual misconduct in violation of this Policy, the supervisor shall report the alleged incident to a Title IX Coordinator.
4. **Confidentiality of Reports.** When a Title IX Coordinator, the CSB Department of Security or SJU Life Safety Services or a Supervisor receive a report of sexual misconduct, they cannot guarantee complete confidentiality because they have a legal obligation to respond to the report. See Part VI below for further information on steps CSB and SJU will take to protect

confidentiality when reports are made and on confidential resources available to faculty, staff, and students who want to discuss an incident confidentially.

**5. Response of SJU/CSB to Reports. *Reporting a sexual assault or sexual misconduct incident to campus security, the Title IX Coordinators,***

***or law enforcement authorities does not require the victim to initiate or participate in a complaint procedure.*** When CSB or SJU receives a report of sexual misconduct, the institutions have a legal obligation to respond in a timely and appropriate manner. The response of the institutions will vary depending on the circumstances, including the seriousness of the alleged offense, the facts reported, and the victim's preferences on responsive actions. (A victim's preferences cannot be followed in every circumstance, but the institutions will consider and will take reasonable steps to accommodate the victim's preferences to the extent possible consistent with the legal obligations of the institution). Making a report to a Title IX Coordinator, the CSB Department of Security or SJU Life Safety Services does not require a complainant to initiate or participate in a complaint procedure. However, based on information gathered, one or both institutions may determine that the institution(s) have a responsibility to initiate a complaint procedure (even without the victim's participation). CSB/SJU will conduct an appropriate investigation of all reports of sexual misconduct received.

CSB and SJU will also seek to support any person adversely impacted by sexual misconduct that violates this policy. Support services that may be available include, but are not limited to, connecting the individual with appropriate on- campus and off-campus counseling and support services, making changes to academic, living, transportation, and/or working arrangements to protect the individual from contact with the alleged perpetrator, assistance in filing a criminal complaint, and providing information about restraining orders and other available protections and services. An individual does not need to report sexual misconduct to law enforcement in order to receive support services from CSB or SJU.

**B. Reports of Criminal Sexual Misconduct to Law Enforcement.** Members of the community who believe they have been subject to criminal sexual misconduct by a stranger or by someone they know (or who believe that another crime has occurred) are strongly encouraged to notify Campus Security at CSB or Life Safety Services at SJU and/or local law enforcement authorities immediately so that the alleged assailant can be apprehended if still in the area and so that law enforcement is able to gather evidence. Time is a critical factor for evidence collection and preservation. CSB Campus Security Office and SJU Life Safety Services are available to assist a victim who wants to make a report to law enforcement. In addition, the CSB Campus Security

Office, SJU Life Safety Services, or local law enforcement can ensure that the individual has access to appropriate medical treatment and tests, crisis counseling, information, and other support services.

Members of the community who are aware of criminal sexual misconduct involving a minor must make reports as required by the Joint Policy on Reporting Suspected Child Abuse.

## **V. COMPLAINT PROCEDURE**

A victim of sexual assault or other crime that violates this policy has the option to pursue a criminal complaint with the appropriate law enforcement agency, to pursue a complaint through the appropriate CSB/SJU complaint procedure, or to pursue both processes simultaneously. Regardless of the option chosen, CSB or SJU will investigate reports made to Campus Authorities or a Supervisor.

When a complaint involves allegations of sexual misconduct, the complaint will be processed according to the Joint Sexual Misconduct Complaint Procedure.

CSB and SJU strive to treat all who are involved in internal complaint procedures in a fair and equitable manner.

## **VI. CONFIDENTIALITY**

Because of the sensitive nature of sexual misconduct complaints, the need to protect the privacy of the parties, and the interest in resolving complaints as quickly and effectively as possible, the institutions strive to protect the confidentiality interests of all parties involved in a sexual misconduct reporting and complaint process.

Notwithstanding the preceding paragraph, CSB and SJU have an obligation to investigate reports and complaints under this policy, and to take reasonable steps to prevent ongoing harassment, discrimination, sexual misconduct and related retaliation, so strict confidentiality may not be guaranteed when a person makes a report or complaint to Campus Authorities, including the Human Rights Officer(s) or a Title IX Coordinator, or to a person considered a “Supervisor” under this policy.

Individuals wishing to discuss an incident have confidential resources available to them. In general, the law recognizes and protects the confidentiality of communications between a person seeking care from a medical or mental health professional. The medical and mental health professionals at CSB and SJU respect and protect confidential communications from students, faculty, and staff to the extent they are legally able to do so. Any of these professionals may have to breach a



confidence, however, when he or she perceives an immediate and serious threat to any person or property. In addition, medical and mental health professionals are required by law to report any allegation of sexual or other abuse of a person under 18.

If a complainant or reporting party asks the Human Rights Officer, a Title IX Coordinator, or another supervisor that his or her name or other identifiable information not be revealed, CSB and/or SJU will evaluate the request in the context<sup>268</sup> of their responsibility to provide a safe and nondiscriminatory environment for all students, faculty and staff. In some cases, a confidentiality request may hinder the investigation. Thus, CSB and/or SJU may weigh the request for confidentiality against the following factors: the ability to conduct an investigation without revealing identifiable information, the seriousness of the alleged conduct, whether there have been other discrimination, harassment, sexual misconduct, or retaliation complaints about the same individual, and the extent of any threat to the CSB and/or SJU community. While CSB and SJU cannot guarantee confidentiality, the institutions will strive to accommodate the complainant's or reporting party's requests to the extent possible consistent with the legal obligations of CSB and/or SJU to respond effectively to reports and complaints.

In addition, the requirement of confidentiality will not be interpreted as unduly limiting the ability of either party to a formal complaint to know the substance of the allegations being made against him or her and to have an opportunity to respond, particularly during the formal stage of the complaint process. Furthermore, the requirement of confidentiality will not be interpreted as unduly limiting the institutions' responsibility to investigate and take corrective action in response to sexual misconduct complaints. Information regarding sexual misconduct incidents occurring on campus may be released to the campus community to allow members of the community to make informed judgments and take appropriate preventive measures. The name of the victim will not be released in any such warning, and the privacy of the victim will be protected to the extent reasonably possible in the event that such information is released.

If you have concerns about confidentiality, please speak with a Title IX Coordinator about confidentiality issues.

## **VII. RETALIATION**

CSB and SJU strictly prohibit retaliation against any person who complains in good faith of a sexual misconduct policy violation. In addition CSB and SJU strictly prohibit retaliation against any person because of their good faith involvement in an investigation or hearing as part of the complaint process. Encouraging others to retaliate also violates this Policy.

Retaliation is any materially adverse action, or threat thereof, against an individual

because of the individual's good faith report or complaint of a potential policy violation or their good faith participation in an investigation or hearing. Retaliatory acts may include, but are not limited to: adverse changes in employment status or opportunities; adverse academic action; adverse changes to academic, educational and extra-curricular opportunities; harassment; intimidation; acts or comments intended to embarrass the individual; and seeking out or attempting to discover the parties and witnesses involved in a report or complaint process for the purpose of influencing their participation or testimony or taking adverse action against them. Retaliatory conduct by community members and third-parties is prohibited regardless of whether it occurs on or off campus, in person, or through social media, e-mail, or other form of communication.

If you feel you have been retaliated against, you should report the retaliation to a Title IX Coordinator immediately. CSB and SJU cannot stop retaliation unless they know about it.

### VIII. SANCTIONS

Upon a finding that a violation of the Joint Sexual Misconduct Policy has occurred, disciplinary action, up to and including suspension and expulsion from the academic community or termination of employment, may be imposed pursuant to the procedures set forth in the applicable complaint procedure.

### X. CONTACT INFORMATION

<b>COLLEGE OF SAINT BENEDICT</b>	
Chief of Staff/ Exec. Asst. to CSB President and Lead Title IX Coordinator	Kathryn Enke, <a href="mailto:kenke@csbsju.edu">kenke@csbsju.edu</a> , 320-363-5070
Associate Director of Human Resources and Deputy Title IX Coordinator	Judy Bednar, <a href="mailto:jbednar@csbsju.edu">jbednar@csbsju.edu</a> , 320-363-5071
VP of Student Development and Deputy Title IX Coordinator	Mary Geller, <a href="mailto:mgeller@csbsju.edu">mgeller@csbsju.edu</a> , 320-363-5601
Dean of Students and Deputy Title IX Coordinator	Jody Terhaar, <a href="mailto:jterhaar@csbsju.edu">jterhaar@csbsju.edu</a> , 320-363-5270
Security Director	Darren Swanson, <a href="mailto:dswanson@csbsju.edu">dswanson@csbsju.edu</a> , 320-363-5000

<b>SAINT JOHN'S UNIVERSITY (including School of Theology)</b>	
Exec. Assistant to SJU President and Lead Title IX Coordinator	Patti Epsky, <a href="mailto:pepsky@csbsju.edu">pepsky@csbsju.edu</a> , 320-363-2246
Associate Director of Human Resources and Deputy Title IX Coordinator	Judy Bednar, <a href="mailto:jbednar@csbsju.edu">jbednar@csbsju.edu</a> , 320-363-5071
VP of Student Development and Deputy Title IX Coordinator	Fr. Doug Mullin, OSB, <a href="mailto:dmullin@csbsju.edu">dmullin@csbsju.edu</a> , 320-363-2737
Dean of Students and Deputy Title IX Coordinator	Michael Connolly, <a href="mailto:mconnolly@csbsju.edu">mconnolly@csbsju.edu</a> , 320-363-3171
Life Safety Services Director	Shawn Vierzba, <a href="mailto:svierzba@csbsju.edu">svierzba@csbsju.edu</a> , 320-363-2144
Dean of the SJU School of Theology-Seminary	Bill Cahoy, <a href="mailto:bcahoy@csbsju.edu">bcahoy@csbsju.edu</a> , 320-363-3182
Rector of the SJU School of Theology-Seminary	Michael Patella, <a href="mailto:mpatella@csbsju.edu">mpatella@csbsju.edu</a> , 320-363-2108

### 3.5.2 Joint Policy on Reporting Suspected Child Abuse

#### I. PURPOSE, SCOPE, AND DEFINITION

**A. Purpose.** The purpose of this policy is to ensure the health, safety, and well-being of children. The College of Saint Benedict (CSB) and Saint John's University (SJU) have **zero tolerance** for child abuse in any form.

**B. Scope.** This policy applies to all students, faculty, and staff of CSB and SJU. Other individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU are required to comply with the provisions of this policy, as determined by the College and University. The policy applies to the CSB and SJU campuses, all properties owned or leased by either CSB or SJU, and all off-campus sites at which students, faculty, or staff or other associated individuals of either institution participate in College or University sponsored activities, including study abroad programs.<sup>3</sup>

**C. "Child."** For the purposes of this policy, a "child" is any minor, defined by law as an individual under the age of 18.

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<sup>3</sup> This policy is as comprehensive as possible, but it is not possible to foresee every situation. If you have questions, about this policy, you should speak with a Human Rights Officer or another member of the Child Protection Team.

**D. “Associate.”** For purposes of this policy, an “associate” is any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including members of Saint John’s Abbey or Saint Benedict’s Monastery.

**II. REQUIRED REPORTS OF MALTREATMENT OF CHILDREN (PHYSICAL ABUSE, SEXUAL ABUSE, OR NEGLECT)**

**A. ALL EMPLOYEES AND STUDENTS MUST REPORT SUSPECTED CHILD ABUSE TO CSB OR SJU.**

CSB and SJU cannot stop child abuse unless its representatives are made aware of suspicions or allegations regarding it. Therefore, all CSB and SJU students, faculty, staff, and associates who suspect any physical or sexual abuse or neglect of a child on campus or in connection with any CSB and/or SJU event, program, or activity are required to immediately report the issue to at least one member of the **Child Protection Report Team**. (Contact information is listed below in the appendix to this policy.)

<b>Child Protection Report Team</b>
CSB/SJU Human Rights Officers CSB/SJU Human Resources Director CSB/SJU Provost
CSB and SJU Divisional Vice Presidents
CSB Security Director SJU Life Safety Services Director CSB and SJU Deans of Students Dean & Rector of SJU School of Theology

Students, faculty, staff, and associates are required to make reports of suspected physical or sexual abuse or neglect to the Child Protection Report Team regardless of whether they witnessed the suspected abuse directly or whether the suspected abuse was reported to them by another. When any member of the Child

Protection Report Team receives such a report, she or he shall promptly share the report with the other members of the Child Protection Report Team, and the President and Title IX Coordinator of each institution.<sup>4</sup> CSB and/or SJU will investigate the incident and take immediate measures to protect the child or children of concern. In addition to reporting to a member of the Child Protection Report Team, all students, faculty, staff, and associates are encouraged (and some faculty, staff, students, and associates must –

See Part II.B. below) report their concerns about possible child neglect or physical or sexual abuse to law enforcement authorities or to Stearns County Human Services. CSB and/or SJU will report the incident to law enforcement or a local child welfare agency in accordance with applicable law.

Students, faculty and staff who fail to make a required report in violation of this policy, will be subject to discipline, up to and including expulsion from school for students or termination of employment for faculty and staff. Discipline will be administered in accordance with the applicable student, faculty or staff handbook at their institution.

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<sup>4</sup> Because of the significant interaction between students and employees of CSB and SJU, CSB and SJU have determined that reports of suspected child abuse at one institution shall be shared with members of the Child Protection Report Team and the President from the other institution so that each institution can take appropriate responsive measures.

In addition to the reports of child abuse that are required by this policy, students, faculty, staff, and associates are strongly encouraged to report to a member of the Child Protection Report Team any verbal or other conduct by students, faculty, staff, or associates towards a child that may cause emotional harm to the child. CSB and SJU acknowledge that it may be difficult to define what types of verbal abuse or other conduct may harm a child. Questions about whether a report should be made may be directed to any member of a Child Protection Report Team. CSB and SJU are firmly committed to helping children and to providing a positive environment for children that is free of verbal or emotional abuse.

#### **B. MANDATORY REPORTERS REQUIRED BY MINNESOTA LAW TO REPORT SUSPECTED CHILD ABUSE TO LAW ENFORCEMENT.**

In addition to the internal reporting requirement specified in Part II.A., the Minnesota Child Abuse Reporting Act (Minnesota Statutes § 626.556 at <https://www.revisor.mn.gov/statutes/?id=626.556>) requires that the following employee groups (which may include students) also immediately report suspected child abuse (including physical abuse, sexual abuse, or neglect) to local law enforcement authorities:

- All Faculty
- Cabinet members
- All Student Development staff
- All Admission and Residential Life staff
- All coaches and assistant coaches
- Any employee who works with children
- Any employee who supervises students who work with children
- Any employee who works in the CSB Security or SJU Life Safety offices
- Any other professional in the field of education, healing arts, psychological or psychiatric treatment, social services, or law enforcement

***Subd. 3. Persons mandated to report***

*(a) A person who knows or has reason to believe a child is being neglected or physically or sexually abused, as defined in subdivision 2, or has been neglected or physically or sexually abused within the preceding three years, shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, or the county sheriff.*

In all cases, the person is required to make an internal report to a member of the CSB/SJU Child Protection Report Team.

Legally-specified reporters must provide an immediate verbal report to law enforcement and within 72 hours must provide a written report. Individual criminal penalties may result from failure to make a required report. Contact information for making a report to law enforcement authorities is provided in the appendix to this policy.

CSB and SJU faculty and staff who travel to different parts of the country and world should know that different states and different countries have different laws with respect to reporting suspected abuse. Faculty and staff are responsible for inquiring into and knowing reporting requirements, as applicable.

CSB and SJU seek to support all employees who are required to make reports under state law. If you have questions about your duties as a mandatory reporter, you may seek assistance from the Human Rights Officer(s), the Human Resources Director, or your institution's Title IX Coordinator. CSB and SJU expect all employees

to comply with applicable law in addition to reporting suspected abuse to CSB or SJU.

**C. REPORTS OF CHILD PORNOGRAPHY REQUIRED.**

Possession of Child Pornography is a crime for which CSB and SJU have zero tolerance. Any CSB or SJU student, faculty, or staff who suspects that a CSB or SJU student or employee is in possession of or accessing child pornography on the college or university campus, in connection with any CSB or SJU event, or by using college or university property including, but not limited to: computers, servers, phones, or other resources, must immediately report their concerns to a member of the Child Protection Report Team. A mandatory report to the police, the county sheriff, or the local child welfare agency is also required under Section II.B. in instances where the faculty or other staff member listed in II.B. knows the individual depicted in the pornography and knows that the individual is a minor.

**D. NO RETALIATION.**

CSB and SJU will not retaliate against any student, faculty or staff who makes a good faith report of suspected child abuse under this policy, and retaliation by any community member (student or employee) is strictly prohibited. Encouraging others to retaliate also violates this Policy. Any student, faculty or staff member who feels they have been retaliated against for making a report under this policy or for participating in an investigation should contact the Human Rights Officer(s), Dean(s) of Students, or the Human Resources Director. Students, faculty and staff who are found to have engaged in retaliation against another employee or student, in violation of this policy, will be subject to discipline, up to and including expulsion from school for students or termination of employment for faculty and staff, in accordance with the applicable student, faculty or staff handbook at their institution.

**APPENDIX: CONTACT INFORMATION.**

**1. Legal Authorities**

<b>Stearns County Sheriff's Office</b>	807 Courthouse Square, Rm S100, St. Cloud MN 56303
<b>Stearns County Human Services</b>	705 Courthouse Square, 2nd floor, St. Cloud MN 56303
<b>St. Joseph Police</b>	25 College Ave N, St. Joseph, MN 56374 320-363-8250

**2. Child Protection Report Team**

**COLLEGE OF SAINT BENEDICT**

Associate Director of Human Resources	Judy Bednar, <a href="mailto:jbednar@csbsju.edu">jbednar@csbsju.edu</a> 320-363-5071
Student Human Rights Officer	Brandyn Woodard, <a href="mailto:blwoodard@csbsju.edu">blwoodard@csbsju.edu</a> , (CSB: 320-363-5455) (SJU: 320-363-3799)
Human Resources Director	Carol Abell, <a href="mailto:cabell@csbsiu.edu">cabell@csbsiu.edu</a> , 320-363-5511
Security Director	Darren Swanson, <a href="mailto:dswanson@csbsiu.edu">dswanson@csbsiu.edu</a> 320-363-
Director, Experiential Learning & Community Engagement	Laura Hammond, <a href="mailto:lhammond@csbsju.edu">lhammond@csbsju.edu</a> , 320-363-5300
Provost	Rita Knuesel, <a href="mailto:rknuesel@csbsju.edu">rknuesel@csbsju.edu</a> , (CSB: 320-363-5022) (SJU: 320-363-3146)
VP for Student Development	Mary Geller, <a href="mailto:mgeller@csbsiu.edu">mgeller@csbsiu.edu</a> 320-363-5051
VP for Admission & Financial Aid	Calvin Mosley, <a href="mailto:cmosley@csbsju.edu">cmosley@csbsju.edu</a> , 320-363-3036
VP for Planning & Public Affairs	Jon McGee, <a href="mailto:jmcgee@csbsju.edu">jmcgee@csbsju.edu</a> , 320-363-5287
VP for Finance & Administration	Susan Palmer, <a href="mailto:spalmer@csbsju.edu">spalmer@csbsju.edu</a> 320-363-5298
Interim VP for Institutional	Heather Pieper-Olson, <a href="mailto:hpieperolso@csbsju.edu">hpieperolso@csbsju.edu</a> , 320-363-5964
Dean of Students	Jody Terhaar, <a href="mailto:jterhaar@csbsju.edu">jterhaar@csbsju.edu</a> , 320-363-5270

<b>SAINT JOHN'S UNIVERSITY</b>	
Faculty/Staff Human Rights	Judy Bednar, <a href="mailto:ibednar@csbsiu.edu">ibednar@csbsiu.edu</a> , 320-363-5071
Student Human Rights Officer	Brandyn Woodard, <a href="mailto:blwoodard@csbsju.edu">blwoodard@csbsju.edu</a> , (CSB: 320-363-5455) (SJU: 320-363-3799)
Human Resources Director	Carol Abell, <a href="mailto:cabell@csbsiu.edu">cabell@csbsiu.edu</a> , 320-363-5511
Life Safety Services Director	Shawn Vierzba, <a href="mailto:svierzba@csbsju.edu">svierzba@csbsju.edu</a> , 320-363-
Director, Experiential Learning & Community Engagement	Laura Hammond, <a href="mailto:lhammond@csbsju.edu">lhammond@csbsju.edu</a> , 320-363-5300
Provost	Rita Knuesel, <a href="mailto:rknuesel@csbsju.edu">rknuesel@csbsju.edu</a> (CSB: 320-363-5022) (SJU: 320-363-3146)
VP for Student Development	Doug Mullin, <a href="mailto:dmullin@csbsiu.edu">dmullin@csbsiu.edu</a> , 320-363-2737
VP for Admission & Financial Aid	Calvin Mosley, <a href="mailto:cmosley@csbsiu.edu">cmosley@csbsiu.edu</a> , 320-363-3036
VP for Planning & Public Affairs	Jon McGee, <a href="mailto:jmcgee@csbsiu.edu">jmcgee@csbsiu.edu</a> , 320-363-5287
VP for Finance & Administration	Dick Adamson, <a href="mailto:radamson@csbsiu.edu">radamson@csbsiu.edu</a> , 320-363-
VP for Institutional Advancement	Rob Culligan, <a href="mailto:rculligan@csbsiu.edu">rculligan@csbsiu.edu</a> , 320-363-3388
Dean of Students	Michael Connolly, <a href="mailto:mconnolly@csbsiu.edu">mconnolly@csbsiu.edu</a> 320-363-
Dean of the SJU School of	Bill Cahoy, <a href="mailto:bcahoy@csbsiu.edu">bcahoy@csbsiu.edu</a> , 320-363-3182
Rector of the SJU School of	Michael Patella, <a href="mailto:mpatella@csbsiu.edu">mpatella@csbsiu.edu</a> , 320-363-

Approved by SJU Board of Trustees – September 28, 2012

Updated December 2014

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Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – September 28, 2012

### 3.5.3 Joint Policy on the Presence of Children and Minors on Campus and Participating in Campus Events and Activities for The College of Saint



## Benedict and Saint John's University

### PURPOSE, SCOPE, AND DEFINITIONS

- A. Purpose.** The College of Saint Benedict (CSB) and Saint John's University (SJU) welcome children to our campus community and in the greater community around us. The purpose of this policy is to promote the health, safety, and well-being of children on campus and children who participate in CSB and SJU events and to clarify CSB and SJU rules with respect to children and minors.

CSB and SJU have zero tolerance for child abuse and have adopted a separate Joint Policy on Reporting Suspected Child Abuse. Please refer to that policy with questions related to reporting suspected child abuse.

- B. Scope.** This policy applies to all students, faculty, and staff of CSB and SJU; campus visitors; and individuals or organizations engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU. The geographic scope of this policy includes the CSB and SJU campuses, all properties owned or leased by either CSB or SJU, and all off-campus locations, including but not limited to monastic property and study abroad programs, at which students, faculty, or staff or other associated individuals of either institution participate in College or University sponsored activities.<sup>5</sup>
- C. Child, Children, Minor, and Minors.** For the purposes of this policy, the terms "child," "children," "minor," and "minors" refer to or describe individuals under the age of 18. When the policy refers to children of CSB and SJU faculty, staff, and/or students, the reference includes minor siblings and other minors who are relatives of CSB or SJU faculty, staff, or students.
- D. Associate.** For purposes of this policy, an "associate" is any individual or organization engaging in or conducting activities associated with CSB and/or SJU or doing business at or with CSB and/or SJU, including members of Saint John's Abbey or Saint Benedict's Monastery.

### RESPONSIBILITY FOR CHILDREN

CSB and SJU are institutions of higher education. While CSB and SJU welcome and invite the presence of children on campus, CSB and SJU recognize that the campuses and CSB/SJU events may not always be an appropriate environment for children.

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<sup>5</sup> This policy is as comprehensive as possible, but it is not possible to foresee every situation. If you have questions, about this policy, you should speak with the Human Resources Director or the Dean of Students at your institution.

In recognition of the family needs and responsibilities, students, faculty, and staff may bring their child(ren) to campus for limited periods of time while the employee or student is engaged in work or educational activities, with approval by the supervisor or appropriate designee. In doing so, students, faculty, and staff must recognize and respect the needs of other community members for a quiet and productive work and educational setting. No facility or office on campus is to be used regularly in lieu of paid, child care or for unsupervised recreation for children. The adult responsible for a child is also responsible for the child's behavior and actions, and is expected to ensure that the child complies with the directions of College or University personnel.

A. **Supervision Required.** Faculty, staff, and students and other adults maintain the sole responsibility for the safety of their own child(ren) or any other child(ren) accompanying them on campus.

There are risks to bringing children to the campuses and to CSB and SJU events. Students, faculty, and staff and other adults should be aware of these risks and are responsible for any and all injuries or damages sustained to or by their child(ren) or any other child(ren) accompanying them while on the CSB or SJU campuses or any properties owned or leased by CSB or SJU, and when bringing child(ren) on college-sponsored trips or other activities. CSB and SJU shall not be responsible or liable for any such injuries or damages unless such injuries or damages are caused by the sole negligence of CSB or SJU, or their officers, agents, or employees.

B. **Revocation.** Allowing employees and students to bring their child(ren) to campus or on College or University-sponsored trips as described in the sections below is a privilege extended by CSB and/or SJU and may be revoked at the discretion of the College or University if the provisions of this policy are violated or the privilege is abused. CSB or SJU may also prohibit an employee or student from bringing a child(ren) to campus if other members of the College or University community reasonably object. Any member of the community who is not comfortable with the presence of a child(ren) in his or her work or educational setting should advise his or her supervisor, the Dean(s) of Students, or the Director of Human Resources.

## **SPONSORED EVENTS AND PROGRAMS ON-CAMPUS**

A. **Sponsored Events.** CSB and SJU sponsor a number of events in the performing arts, athletics, and other areas that are open to children. The College and University welcome the presence of children on campus for these events. In order to ensure their safety and that of other guests, CSB and SJU require that the parent, legal guardian, or other adult responsible for each child comply with the

following provisions:

1. CSB and SJU are not responsible for the supervision of any children who attend a campus event (as noted in Section II.A of this policy), unless the event sponsor specifically states in a written announcement that supervision by College or University staff will be provided.
2. Children must remain in the area of campus where the event is located.
3. The adult responsible for a child is also responsible for the child's behavior and actions and for any damage caused by a child, as noted in Section II of this policy.
4. If a child attending a CSB or SJU event or program needs an accommodation for a disability or other special need, it is the responsibility of the adult to request such an accommodation, in advance of the event, to the extent possible.

**B. Sponsored Programs.** Throughout the calendar year, CSB and SJU sponsor a number of programs specifically designed for children, such as summer camps and fine arts programs. The College and University require that children in these programs be appropriately supervised by adults with the proper training and credentials, and subject to CSB and SJU's criminal background check requirements. Each program has specific operating protocols related to its nature and purpose, but all programs are expected to comply with the safety practices stated below. Failure to follow these practices should be reported immediately to the Program Director or appropriate supervisor.

1. All program staff (paid and volunteer, including CSB and SJU student staff members) must receive training with respect to working with children. The level of training will differ depending on the program.
2. Program sponsors should determine the appropriate ratio of staff to children and follow that ratio. In all cases, any ratios mandated by law must be followed.
3. Program staff must inform another staff member when they are taking children out of the program room or area for any reason.
4. Except in emergency or other exigent circumstances, no child should ever be left alone with a staff member. It is a best practice for programs to use and enforce the "rule of three," requiring at least two program adults or two children in each group at all times.

5. Children in any program must remain in the area where the program is being held. As much as possible, no child who is participating in a CSB or SJU sponsored program should be left alone on campus at any time or for any reason. The Dean of Students may make exceptions in limited circumstances involving older children based on the written request of the Program Director.
6. Employees working in the program may only take photographs of children in the program for program-related purposes, and only after the child's parent or legal guardian has signed a College or University provided waiver allowing the photograph.

**C. Programs and Events Sponsored by Other Entities.** CSB and SJU allow selected outside individuals and entities to rent College and University facilities for programs/events specifically designed for or including children, such as swimming programs, summer athletic, dance, and academic programs, and family events such as weddings. CSB and SJU will work with these entities to assist them in complying with this policy.

## **PROGRAMS AND TRIPS OFF-CAMPUS**

**A. General.** Through CSB and SJU's service learning, community service, internships, student teaching and other programs, faculty, staff, and students, are engaged in many off-campus activities involving children. All CSB and SJU participants in such programs and activities are required to comply with the child protection requirements of the off-campus site where the activities occur, including requirements related to training and criminal background checks.

**B. Use of College and/or University Funds.** Any person using College and/or University funds, including club funds from the Student Senates, to participate in off-campus activities involving children must notify the Dean(s) of Students, in writing, or (in the case of faculty or staff) the Director of Human Resources when applying for the College or University funds and before commencing the activity. CSB and SJU may, in their discretion, set conditions on the use of College or University funds to ensure compliance with reasonable measures designed to protect children and reduce risk for CSB and/or SJU.

**C. CSB and SJU Sponsored Trips.** Students, faculty and staff may take their own child(ren) on college-sponsored trips under the following conditions:

1. The student, faculty or staff member wishing to take his/her child must provide advance notice and obtain prior written approval from the person(s) directing the trip.

2. In order that the child's presence not impede the employee's or student's performance of his or her trip responsibilities, the employee or student may be required to arrange and pay for a childcare provider other than the employee or student to supervise the child at all times during the trip.
3. The employee or student is responsible for all trip expenses of the child.
4. The employee or student must drive or ride in the same vehicle as the child.
5. The child must be included on any roster of trip attendees.

**D. Study Abroad**

CSB and SJU support faculty who lead study abroad programs and who live abroad with their families. Faculty should consult with the Office of Education Abroad with respect to participation by their child(ren) in trips or other activities associated with study abroad programs.

## **ACADEMICS, RESIDENTIAL LIFE & EMPLOYMENT**

**A. Minor Students in Classes, Labs and Study Abroad Programs.**

Some students in CSB and SJU classes and laboratories and participating in study abroad programs are minors.

Students from Saint John's Preparatory School sometimes take courses at the College and/or University, and some undergraduate students matriculate before they have attained the age of 18.

Minors who take courses and/or participate in College and/or University programs are expected to follow course requirements and the behavioral expectations of all other CSB and/or SJU students, including all College and University policies for students. Minors and their parents should be aware that SJU and CSB courses are not specifically designed for minors and may include activities, conversations, or topics that would not normally be presented to minors. CSB and SJU are not responsible for ensuring that course content is appropriate for minors.

Prior to commencement of classes and programs each semester, the Registrar's Office will notify faculty members of the students enrolled in their courses who are minors. Faculty shall be mindful of the minor status of such students and consider whether any particular measures are necessary with respect to such students. Faculty members who have questions about minors in their classes or in out-of-classroom events and programs should contact the Academic Dean, Education Abroad Director, or the Deans of Students. The Dean(s) or Director is responsible for

assisting faculty members in determining whether any particular measures should be taken with respect to minors.

**B. Minors Who Live on Campus.** Because some enrolled students start school before they have attained the age of 18, CSB and SJU sometimes have minors who live in residence halls. Minors living in residence halls are expected to follow the same rules as all other CSB or SJU students. Before minors move into a residence hall, the residence hall staff members will be notified of their minor status and birth date. Residence hall staff members shall be mindful of the minor status of such students and consider whether any particular measures are necessary with respect to such students. Staff members who have questions about minors living on campus should contact the Dean of Students.

**C. Employment of Minors.** Occasionally, CSB and SJU may hire a minor to fill an employment position or a student work position. The Human Resources Office or Student Employment Program must authorize the hiring of any minor. CSB and SJU comply with applicable law with respect to the employment of minors. In the event that a minor is hired by CSB or SJU, the Human Resources Office or the Student Employment Program will inform the supervisor that the employee is under age 18 and will help determine whether any particular steps are necessary because of the employee's age. Minors may not be assigned to work alone or unsupervised without written approval of the Human Resources Director.

## **OVERNIGHT VISITS INVOLVING MINORS**

**A. General Rules.** Students residing in college owned housing are welcome to host overnight guests provided that they comply with the CSB or SJU Residential Life Guest Policy. All guests (including guests under the age of 18) must agree to abide by applicable rules related to the campus guest policies. In addition, the parent(s)/guardian(s) of guests who are under the age of 18 must sign a campus visit permission and waiver form.

**B. Overnight Visits by Prospective Students.** CSB and SJU sometimes arrange for prospective students to visit the campus on an overnight stay. All visits by prospective students should comply with the CSB and SJU Offices of Admission Overnight Visit Policy and should be coordinated through the CSB and SJU Offices of Admission. Prospective students who are staying overnight (and their parents if the prospective students are under 18) will be required to sign a campus visit waiver and must agree to abide by applicable rules related to overnight visits.

**C. Camps and Conferences with Overnight Guests.** The rules regarding overnight stays by minors in connection with CSB and SJU camps and conferences will be determined by the directors of the camps and conferences involved, in consultation with the Divisional Vice President or his/her designee.

Generally, minors who are not registered for such programs will not be allowed to stay overnight as a guest, but special exceptions may be made by the camp or conference director (with approval from the Divisional Vice President or his/her designee.) for special programs. Outside entities hosting camps and conferences on campus must follow the standards established by CSB and SJU with respect to such overnight stays.

### CONTACT INFORMATION

<b>COLLEGE OF SAINT</b>	
Director of Human Resources	Carol Abell, cabell@csbsju.edu, 320-363-5511
Dean of Students	Jody Terhaar, jterhaar@csbsju.edu, 320-363-5601
Academic Dean	Karen Erickson, kerickson@csbsju.edu, 320-363-
Director of Education Abroad	Peggy Retka, pretka@csbsju.edu, 320-363-5962

<b>SAINT JOHN'S UNIVERSITY</b>	
Director of Human Resources	Carol Abell, cabell@csbsju.edu, 320-363-5511
Dean of Students	Michael Connolly, mconnolly@csbsju.edu, 320-363-3512
Academic Dean	Karen Erickson, kerickson@csbsju.edu, 320-363-
Director of Education Abroad	Peggy Retka, pretka@csbsju.edu, 320-363-5962

As stated above, CSB and SJU have adopted a separate Joint Policy on Reporting Suspected Child Abuse. Please refer to that policy with questions related to reporting suspected child abuse.

*Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – May 20, 2013 Approved by SJU Board of Trustees – May 20, 2013*

#### **3.5.4 Conflicts of Interest Policy for Saint John's University Employees (SJU)**

It is the policy of Saint John's University (SJU) that all employees who make decisions that influence the financial actions of the University or its students must do so in accordance with the highest professional and ethical standards. In order to preserve the integrity and reputation of the University, all employees are expected to avoid giving an unfair advantage, or even the appearance of an unfair advantage, to any person or organization doing business with the University or its students. To comply with this policy, all employees must be aware of and seek to avoid any situation where an employee's personal interests conflict with the interests of the University and/or the students it serves, and where the University's interests conflict

with the purchasing interests of its students. It is particularly important for an employee to avoid the appearance of conflicts of interest when the employee is in a position to:

1. enter into contracts on behalf of the University; or
2. influence the purchasing decisions of students at the University.

**Persons Covered by this Policy:** This Conflicts of Interest Policy for Employees applies to all employees of the University, except persons who are governed by the *Conflicts of Interest Policy for Board of Trustees and Key Employees*. The *Conflicts of Interest Policy for Board of Trustees and Key Employees* applies to members of the Board of Trustees, cabinet members, officers, executive-level employees<sup>6</sup>, and non-Trustee committee members as set forth in that policy.

**Areas in Which a Conflict of Interest May Arise:** The appearance of a conflict of interest may arise when a person or organization with whom the University does business (a “Vendor”) has, or could reasonably be believed to have, improper influence over the actions or judgment of an employee.

a. Examples of Vendors

Employees should be especially alert to conflicts of interest that may arise in their relations with:

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<sup>6</sup> An “executive-level employee” is an employee who satisfies the IRS definition of “key employee” for Form 990 reporting purposes, as amended from time to time. Currently, the definition includes employees who meet all three of the following tests:

- (1) receives reportable compensation from the University and its related organizations in excess of \$150,000; and
  - (2) has responsibilities, powers or influence over the University as a whole that is similar to an officer or director; manages a discrete segment or activity of the University that represents 10% or more of the activities, assets, income, or expenses of the University; or has or shares authority to control or determine 10% or more of the organization’s capital expenditures, operating budget, or employee compensation; and
  - (3) is one of the 20 employees with the highest reportable compensation from the University and related organizations.
- (1) Vendors that supply goods and services to the University, or to students of the University in connection with their attendance at the University;



- (2) Vendors from whom the University leases property, equipment or real estate; or from whom its students lease property, equipment or real estate in connection with their attendance at the University;
- (3) Vendors of student loans or other financial aid, or representatives of such Vendors, with whom the University is dealing or planning to deal.

b. Examples of Relationships That May Produce the Appearance of a Conflict

A Vendor's influence, or apparent influence, over an employee is most likely to result from either a personal or a financial relationship between the employee and the Vendor with whom the employee deals. A Vendor's influence or apparent influence over an employee also can result from offers made by the Vendor to finance trips, travel, seminars, educational materials, or the like, that may in fact benefit the University or its students, but that also may be perceived as providing personal benefit to the employee or inappropriate benefit to the University.

The following relationships may be considered to produce the appearance of a conflict of interest, even if a legal conflict of interest is not created:

- (1) An employee, or a family member<sup>7</sup> of an employee, has material financial interest in the Vendor. For these purposes, a "material financial interest" is an investment or ownership interest of 10% or greater in the Vendor.
- (2) An employee, or a family member of an employee, has a compensation arrangement with the Vendor. A compensation arrangement specifically includes any payment to an employee from a Vendor in return for service on an advisory board or advisory panel related to the Vendor's business.
- (3) An employee, or a family member of an employee, is an officer, director, or employee of the Vendor and can exercise substantial influence over the actions of the Vendor.
- (4) An employee, or a family member of an employee, has received a gift or favor of more than nominal value (generally in excess of \$50) from a Vendor. Occasional gifts from Vendors, such as food or flowers, that are intended to be and are shared with a department are not considered to create a conflict so long as they are: (1) infrequent; and (2) reasonable. An employee who has questions about whether it is appropriate to accept a gift or whether a gift creates a potential conflict, should ask his/her supervisor.

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<sup>7</sup> "Family member" includes a spouse (including domestic partners), brothers or sisters, spouses of brothers or sisters, parents, children, and grandchildren.

- (5) An employee, or a family member of an employee, has accepted entertainment from a Vendor, unless the entertainment is linked to a business relationship that supports the University's objectives and it is 1) reasonable, 2) occurs infrequently, 3) does not involve expenses of more than \$100 per employee, including any guest expenses, and 4) representatives of the Vendor are present at the event.
- (6) A Vendor has paid for, or reimbursed an employee for, goods or services of more than a nominal value, even if those goods or services assist the employee in carrying out his or her duties for the University, or lodging, meals, travel, or tuition in connection with a conference, travel abroad, recruiting trip, or training seminar.
- (7) A Vendor who offers services or goods to the University's students in connection with their attendance at the University has provided a financial or other benefit to the University for which the University has not paid a fair market value price.

**Requirement to Report a Potential Conflict of Interest:** The University cannot guard against a Vendor's improper influence over the actions of the University or an employee unless the University is aware of potential conflicts of interest. Therefore, where an employee receives a benefit that is listed above, the employee must disclose such event to his or her direct supervisor. Where any employee of the University becomes aware that any of situations above has occurred, or that a potential conflict of interest may exist, regardless of whether the conflict involves the employee himself or herself, or another, must disclose the situation to his or her direct supervisor. The supervisor, in consultation with the CFO as determined appropriate, will assist in determining whether there is an actual conflict of interest, and if there is, will determine the course of action necessary to protect the interests of the University and/or its students. The University may, in its sole discretion, require an employee who is determined to have a conflict of interest or potential conflict of interest with respect to a particular matter to absent themselves from discussions of and/or voting or decision making on said matter.

The University acknowledges that in small town communities such as ours, the appearance of conflicts may be inevitable and our employees have personal relationships which might inadvertently cause events listed above to occur from time to time. This policy does not strictly prohibit the University from entering into contracts where a potential conflict or actual conflict exists. What this policy requires is that employees properly disclose conflicts and potential conflicts so that the University can manage conflicts to ensure that the business and purchasing decisions being made are in the best interests of the University and are not being made for the personal

benefit of any individual.

**Violations of the Conflicts of Interest Policy:** An employee who fails to disclose a material relationship required to be disclosed under this policy is subject to discipline up to and including termination of employment.

*Approved by SJU Board of Trustees – May 20, 2013*

### **3.5.5 Conflicts of Interest Policy for Employees**

It is the policy of the College of Saint Benedict (CSB) that all employees who make decisions that influence the financial actions of the College or its students must do so in accordance with the highest professional and ethical standards. In order to preserve the integrity and reputation of CSB, all employees are expected to avoid giving an unfair advantage, or even the appearance of an unfair advantage, to any person or organization doing business with the College or its students. To comply with this policy, all employees must be aware of and seek to avoid any situation where an employee's personal interests conflict with the interests of the College and/or the students it serves, and where the College's interests conflict with the purchasing interests of its students. It is particularly important for an employee to avoid the appearance of conflicts of interest when the employee is in a position to:

- (1) enter into contracts on behalf of the College; or
- (2) influence the purchasing decisions of students at the College.

**Persons Covered by this Policy:** This Conflicts of Interest Policy for Employees applies to all employees of the College, except persons who are governed by the *Conflicts of Interest Policy for Board of Trustees and Key Employees*. The *Conflicts of Interest Policy for Board of Trustees and Key Employees* applies to members of the Board of Trustees, vice presidents, officers, executive-level employees<sup>8</sup>, and non-Trustee committee members as set forth in that policy.

**Areas in Which a Conflict of Interest May Arise:** The appearance of a conflict of interest may arise when a person or organization with which the College does business (a "Vendor") has, or could reasonably be believed to have, improper influence over the actions or judgment of an employee.

#### a. Examples of Vendors

Employees should be especially alert to conflicts of interest that may arise in their relations with:

- (1) Vendors that supply goods and services to the College, or to students of the College in connection with their attendance at the College;

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<sup>8</sup> An “executive-level employee” is an employee who satisfies the IRS definition of “key employee” for Form 990 reporting purposes, as amended from time to time. Currently, the definition includes employees who meet all three of the following tests:

- (1) receives reportable compensation from the College and its related organizations in excess of \$150,000; and
  - (2) has responsibilities, powers or influence over the College as a whole that is similar to an officer or director; manages a discrete segment or activity of the College that represents 10% or more of the activities, assets, income, or expenses of the College; or has or shares authority to control or determine 10% or more of the organization’s capital expenditures, operating budget, or employee compensation; and
  - (3) is one of the 20 employees with the highest reportable compensation from the College and related organizations.
- (2) Vendors from whom the College leases property, equipment or real estate; or from whom its students lease property, equipment or real estate in connection with their attendance at the College;
  - (3) Vendors of student loans or other financial aid, or representatives of such Vendors, with whom the College is dealing or planning to deal.

b. Examples of Relationships That May Produce the Appearance of a Conflict

A Vendor’s influence, or apparent influence, over an employee is most likely to result from either a personal or a financial relationship between the employee and the Vendor with whom the employee deals. A Vendor’s influence or apparent influence over an employee also can result from offers made by the Vendor to finance trips, travel, seminars, educational materials, or the like, that may in fact benefit the College or its students, but that also may be perceived as providing personal benefit to the employee or inappropriate benefit to the College.

The following relationships may be considered to produce the appearance of a conflict of interest, even if a legal conflict of interest is not created:

- (1) An employee, or a family member<sup>9</sup> of an employee, has a material financial interest in the Vendor. For these purposes, a “material financial interest” is an investment or ownership interest of 10% or greater in the Vendor.

- (2) An employee, or a family member of an employee, has a compensation arrangement with the Vendor. A compensation arrangement specifically includes any payment to an employee from a Vendor in return for service on an advisory board or advisory panel related to the Vendor's business.
- (3) An employee, or a family member of an employee, is an officer, director, or employee of the Vendor and can exercise substantial influence over the actions of the Vendor.
- (4) An employee, or a family member of an employee, has received a gift or favor of more than nominal value (generally in excess of \$50) from a Vendor. Occasional gifts from Vendors, such as food or flowers, that are intended to be and are shared with a department are not considered to create a conflict so long as they are: (1) infrequent; and (2) reasonable. An employee who has questions about whether it is appropriate to accept a gift or whether a gift creates a potential conflict, should ask his/her supervisor.

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<sup>9</sup> "Family member" includes a spouse (including domestic partners), brothers or sisters, spouses of brothers or sisters, parents, children, and grandchildren.

- (5) An employee, or a family member of an employee, has accepted entertainment from a Vendor, unless the entertainment is linked to a business relationship that supports the College's objectives and it is 1) reasonable, 2) occurs infrequently, 3) does not involve expenses of more than \$100 per employee, including any guest expenses, and 4) representatives of the Vendor are present at the event.
- (6) A Vendor has paid for, or reimbursed an employee for, goods or services of more than a nominal value, even if those goods or services assist the employee in carrying out his or her duties for the College, or lodging, meals, travel, or tuition in connection with a conference, travel abroad, recruiting trip, or training seminar.
- (7) A Vendor who offers services or goods to the College's students in connection with their attendance at the College has provided a financial or other benefit to the College for which the College has not paid a fair market value price.

**Requirement to Report a Potential Conflict of Interest:** The College cannot guard against a Vendor's improper influence over the actions of the College or an employee unless the College is aware of potential conflicts of interest. Therefore, where an employee receives a benefit that is listed above, the employee must disclose such event to his or her direct supervisor. Where any employee of the College becomes aware that any of the situations above has occurred, or that a potential conflict of

interest may exist, regardless of whether the conflict involves the employee himself or herself, or another, must disclose the situation to his or her direct supervisor. The supervisor, in consultation with the CFO as determined appropriate, will assist in determining whether there is an actual conflict of interest, and if there is, will determine the course of action necessary to protect the interests of the College and/or its students. The College may, in its sole discretion, require an employee who is determined to have a conflict of interest or potential conflict of interest with respect to a particular matter to absent themselves from discussions of and/or voting or decision making on said matter.

The College acknowledges that in small town communities such as ours, the appearance of conflicts may be inevitable and our employees have personal relationships which might inadvertently cause events listed above to occur from time to time. This policy does not strictly prohibit the College from entering into contracts where a potential conflict or actual conflict exists. What this policy requires is that employees properly disclose conflicts and potential conflicts so that the College can manage conflicts to ensure that the business and purchasing decisions being made are in the best interests of the College and are not being made for the personal benefit of any individual.

**Violations of the Conflicts of Interest Policy:** An employee who fails to disclose a material relationship required to be disclosed under this policy is subject to discipline up to and including termination of employment.

*Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – May 20, 2013*

### **3.5.6 Fraud Policy for Saint John’s University (SJU)**

Saint John’s University (SJU) is committed to conducting its business affairs in an ethical manner and in full compliance with the law and its own policies and procedures.

Employees of SJU must not engage in any illegal activity and must not, in the performance of their duties, commit any act of fraud, whether or not adverse to the interest of University. Any act of fraud ascertained upon internal investigation, or pursuant to a criminal conviction, or through written acknowledgement by the employee concerned, shall result in disciplinary action up to and including termination of employment.

For the purposes of this policy, fraud shall include, but not be limited to:

- a. Theft or misappropriation of SJU’s assets
- b. Submitting false claims for payment or reimbursement

- c. Concealment of data or falsification of data to damage or inappropriately benefit SJU
- d. Accepting or offering a bribe, or accepting gifts or other favors under circumstances that might lead to the inference that the gift or favor was intended to influence an employee's decision-making while serving SJU
- e. Accepting a commission from, or paying same to a third party (kickbacks)
- f. Blackmail or extortion
- g. Off book accounting, or making false or fictitious entries
- h. Knowingly creating and/or distributing false or misleading financial reports
- i. Payment of excessive prices or fees where justification, thereof, is not documented
- j. Violation of SJU's procedures with the intention of personal gain or to the detriment of SJU
- k. Willful negligence intended to cause damage to the material interest of the SJU
- l.

### **Reporting Fraudulent Activities**

An employee may direct concerns to his/her supervisor, Vice President, the President, the Director of Human Resources, or he/she may use the confidential reporting system, Ethics Point. Ethics Point is a confidential and anonymous way for employees to report suspected improper conduct by filing a report from work or home, via the internet or by speaking directly to an Ethics Point representative.

Visit the following website for additional information: [www.csbsju.edu/ethicspoint](http://www.csbsju.edu/ethicspoint)

Please also refer to SJU's Whistleblower Policy (See *Institutional and Operational Policies*) which notes: "It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations and University policies and to report violations or suspected violations..."

***SJU reserves the right to press charges against an employee and/or to report any criminal action to the appropriate authorities. In any event, SJU reserves the right to sue an employee before Civil Law in order to force restitution of any***

***loss incurred by SJU. An employee discharged under this policy shall not be re- employed by SJU.***

*Approved by SJU Board of Trustees – May 20, 2013*

### **3.5.7 Fraud Policy for College of Saint Benedict (CSB)**

The College of Saint Benedict (CSB) is committed to conducting its business affairs in an ethical manner and in full compliance with the law and its own policies and procedures.

Employees of CSB must not engage in any illegal activity and must not, in the performance of their duties, commit any act of fraud, whether or not adverse to the interest of the College. Any act of fraud ascertained upon internal investigation, or pursuant to a criminal conviction, or through written acknowledgement by the employee concerned, shall result in disciplinary action up to and including termination of employment.

For the purposes of this policy, fraud shall include, but not be limited to:

- a. Theft or misappropriation of CSB's assets
- b. Submitting false claims for payment or reimbursement
- c. Concealment of data or falsification of data to damage or inappropriately benefit CSB
- d. Accepting or offering a bribe, or accepting gifts or other favors under circumstances that might lead to the inference that the gift or favor was intended to influence an employee's decision-making while serving CSB
- e. Accepting a commission from, or paying same to a third party (kickbacks)
- f. Blackmail or extortion
- g. Off book accounting, or making false or fictitious entries
- h. Knowingly creating and/or distributing false or misleading financial reports
- i. Payment of excessive prices or fees where justification, thereof, is not documented
- j. Violation of CSB's procedures with the aim of personal gain or to the detriment of CSB



- k. Willful negligence intended to cause damage to the material interest of CSB

### **Reporting Fraudulent Activities**

An employee may direct concerns to his/her supervisor, Vice President, the President, the Director of Human Resources, or he/she may use the confidential reporting system, Ethics Point. Ethics Point is a confidential and anonymous way for employees to report suspected improper conduct by filing a report from work or home, via the internet or by speaking directly to an Ethics Point representative.

Visit the following website for additional information: [www.csbsju.edu/ethicspoint](http://www.csbsju.edu/ethicspoint)

Please also refer to CSB's Whistleblower Policy (See *Institutional and Operational Policies*) which notes: "It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations and College policies and to **report violations or suspected violations...**"

***CSB reserves the right to press charges against an employee and/or to report any criminal action to the appropriate authorities. In any event, CSB reserves the right to sue an employee before Civil Law in order to force restitution of any loss incurred by CSB. An employee discharged under this policy shall not be re-employed by CSB.***

*Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger – May 20, 2013*

### **3.5.8 Equal Employment Opportunity Policy for Saint John's University (SJU)**

Saint John's University (SJU) commits itself to a policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies and specifically with Minnesota Statutes Section 363.

Saint John's University will not discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, or other legally protected category or characteristic.

However, in order to maintain its Benedictine character, SJU will give first consideration in filling vacancies to qualified monastic members of The Order of Saint Benedict and in accordance with the Minnesota Human Rights Act chapter 363.02 Subdivision 1, with respect to religion and creed, as permitted by law. The

monastic members of the Order live on the SJU campus within a church defined enclosure, which by church law is restricted to members of the monastic community. The Monks and employees working within the private living quarters are exempted from this policy.

SJU reserves the right to exercise discretion in employment decisions to employ persons who share and are committed to the values and mission of SJU.

SJU will take Affirmative Action to ensure that employment practices and procedures are free from discrimination, including: employment advertising, recruitment and selection, hiring, job enlargement, promotion, demotion, transfer, selection, layoff, disciplinary action, termination, compensation, selection for training and apprenticeship programs.

Minority and female business enterprises will receive equal opportunity to participate in an RFP/contract bidding process for SJU contracts. SJU supports incorporation of nondiscrimination and Affirmative Action rules and regulations into vendor contracts.

SJU will commit necessary human and financial resources to achieve the goals of Equal Employment Opportunity and Affirmative Action.

SJU will encourage, report and monitor its progress toward achieving Affirmative Action objectives. Any employee or subcontractor who does not comply with the Equal Opportunity Policy may be subject to disciplinary action or sanctions in accordance with the applicable Faculty or Staff Handbook.

SJU has appointed the Employment Manager, to manage the Equal Employment Opportunity Program. The Employment Manager's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of the Affirmative Action Program as required by Federal, State and local agencies. The President of Saint John's University will receive and review reports on the progress of this program. Any employee or applicant for employment who believes he/she has been discriminated against should contact either the Employment Manager and EEO/AA Officer, at (320) 363-5282 or the Faculty/Staff Human Rights Officer, at (320) 363-5071.

### **3.5.9 Equal Employment Opportunity Policy for the College of Saint Benedict (CSB)**

The College of Saint Benedict (CSB) commits itself to a policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies and specifically

with Minnesota Statutes Section 363.

CSB will not discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, age, marital status, disability or other legally protected category or characteristic.

However, in order to maintain its Benedictine character, CSB will give first consideration in the assignment of duties to qualified members of the Sisters of the Order of Saint Benedict, and in accordance with the Minnesota Human Rights Act chapter 363.02 Subdivision 1, with respect to religion and creed, as permitted by law. The Sisters of The Order live on the campus within a church defined enclosure, which by church law is restricted to members of the monastic community. The Sisters and employees of the monastery are exempt from this policy.

CSB reserves the right to exercise discretion in employment decisions to employ persons who share and are committed to the values and mission of the College.

CSB will take Affirmative Action to ensure that employment practices and procedures are free from discrimination, including: employment advertising, recruitment and selection, hiring, job enlargement, promotion, demotion, transfer, selection, layoff, disciplinary action, termination, compensation, selection for training and apprenticeship programs.

Minority and female business enterprises will receive equal opportunity to participate in an RFP/contract bidding process for CSB contracts. CSB supports incorporation of nondiscrimination and Affirmative Action rules and regulations into vendor contracts.

CSB will commit necessary human and financial resources to achieve the goals of Equal Employment Opportunity and Affirmative Action.

CSB will encourage, report and monitor its progress toward achieving Affirmative Action objectives. Any employee or subcontractor who does not comply with the Equal Opportunity Policy may be subject to disciplinary action or sanctions in accordance with the applicable Faculty or Staff Handbook.

CSB has appointed the Employment Manager to manage the Equal Employment Opportunity Program. The Employment Manager's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of the Affirmative Action Program as required by Federal, State and local agencies.

The President of the College of Saint Benedict will receive and review reports on the progress of this program. Any employee or applicant for employment who

believes they have been discriminated against should contact either the Employment Manager and EEO/AA Officer, at (320) 363-5282 or the Faculty/Staff Human Rights Officer, at (320) 363-5071.

### **3.5.10 Whistleblower Policy for Saint John's University (SJU)**

The lasting success and reputation of Saint John's University (SJU) requires fair and ethical conduct by our Trustees, Cabinet members, faculty, staff, and volunteers. This Whistleblower Policy is intended to strongly encourage and enable Trustees, Cabinet members, faculty, staff, and volunteers to raise serious concerns within the organization prior to seeking resolution outside the institution without fear of retaliation to the reporter.

In order to maintain the trust and confidence of the community and our stakeholders, SJU intends to comply with all applicable laws and regulations and expects its Trustees, Cabinet members, faculty, staff, and volunteers to comply with the law and to refrain from any illegal, dishonest, or unethical conduct.

#### **Reporting Violations**

SJU encourages faculty and staff to share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with his/her supervisor or is not satisfied with the supervisor's response, the employee is encouraged to speak with someone in the Human Resources department or anyone in management whom he/she is comfortable approaching.

Supervisors and managers are required to report suspected violations to the Human Resources department, which has specific and exclusive responsibility to oversee and manage the investigation process for all reported violations. Trustees and Cabinet members should report suspected violations to the Chair of the Board or the President. Volunteers should report suspected violations to the volunteer coordinator or, if none, contact the Human Resources department.

Note: SJU also provides a confidential and anonymous reporting system, Ethics Point. This reporting system provides the opportunity to report concerns from work or home, via the internet or by speaking directly to a representative. Visit the following website for additional information: [www.csbsju.edu/ethicspoint](http://www.csbsju.edu/ethicspoint)

#### **Reporting Responsibility**

It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations and University policies, and to report violations or suspected violations in accordance with this Whistleblower Policy.

### **No Retaliation**

No Trustee, Cabinet member, faculty, staff, or volunteer who in good faith reports a violation of applicable laws and regulations or policies of SJU shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a suspected violation in good faith is subject to discipline up to and including termination of employment.

*Approved by SJU Board of Trustees – May 20, 2013*

### **3.5.11 Whistleblower Policy for the College of Saint Benedict (CSB)**

The lasting success and reputation of the College of Saint Benedict (CSB) requires fair and ethical conduct by its Trustees, officers, employees, and volunteers. This Whistleblower Policy is intended to strongly encourage and enable Trustees, Cabinet members, faculty, staff, and volunteers to raise serious concerns within the institution prior to seeking resolution outside the institution without fear of retaliation to the reporter.

In order to maintain the trust and confidence of the community and our stakeholders, CSB intends to comply with all applicable laws and regulations and expects its Trustees, Cabinet members, faculty, staff, and volunteers to comply with the law and to refrain from any illegal, dishonest, or unethical conduct.

### **Reporting Violations**

CSB encourages faculty and staff to share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with his/her supervisor or is not satisfied with his/her supervisor's response, the employee is encouraged to speak with someone in the Human Resources department or anyone in management whom he/she is comfortable approaching.

Supervisors and managers are required to report suspected violations to the Human Resources department, which has specific and exclusive responsibility to oversee and manage the investigation process for all reported violations. Trustees and Cabinet members should report suspected violations to the Chair of the Board or the President. Volunteers should report suspected violations to the volunteer coordinator or, if none, to the Human Resources department.

Note: CSB also provides a confidential and anonymous reporting system, Ethics Point. This reporting system provides the opportunity to report concerns from work or home, via the internet or by speaking directly to a representative. Visit the following website for additional information: [www.csbsju.edu/ethicspoint](http://www.csbsju.edu/ethicspoint)

### **Reporting Responsibility**

It is the responsibility of all Trustees, Cabinet members, faculty, staff, and volunteers to comply with all applicable laws, regulations, and College policies, and to report violations or suspected violations in accordance with this Whistleblower Policy.

### **No Retaliation**

No Trustee, Cabinet member, faculty, staff, or volunteer who in good faith reports a violation of applicable laws and regulations or policies of CSB shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a suspected violation in good faith is subject to discipline up to and including termination of employment.

*Endorsed by CSB Board of Trustees and Approved by President MaryAnn Baenninger  
– May 20, 2013*

## **3.5.12 Solicitation Policy for Saint John's University**

### **A. Gift Solicitation**

The responsibility for fundraising off-campus rests in the Institutional Advancement Office of Saint John's University. Unless working as part of a team organized by Institutional Advancement, no employee is to represent himself or herself as a fund raiser for Saint John's University.

Fundraising on-campus intended to reach all employees, such as the United Way campaign, is organized by the Human Resources department.

### **B. Sales Solicitation**

1. External businesses or agents, even if they are represented by an employee or student, may not canvas the campus.
2. Outside agencies may sell merchandise on campus only if they complete a solicitation permit form and receive authorization from the University. Sales activities will be allowed only in areas specified in the authorization and are prohibited in all residence halls.
3. Authorized sales may not compete with any school auxiliary enterprise.

### **C. Solicitations by Mail or Posted Announcements**

Use of print or electronic mailing lists compiled by or owned by Saint John's University is prohibited, unless authorized by the Divisional Vice President.

Staff may use the electronic bulletin board – personal announcements section for personal solicitation notices. The use of on-campus bulletin boards, hallways, kiosks, or other general public access space, and student P.O. boxes is authorized by the Student Activities Office.

Use of campus mail boxes to solicit students for employment is managed by the Director of Career Services.

### **D. Religious Solicitation**

Religious organizations or representatives other than Campus Ministry are not permitted to solicit on campus, conduct worship services, or give presentations on campus without the express written permission of the University Campus Ministry Office. Academic guest-speaker presentations by individuals or groups representing a religious organization or view is at the discretion of the faculty and the Academic Affairs Office.

Religious solicitation by an outside group or individual is not permitted in the residential areas under any circumstances.

The distribution of religious materials by employees or students requires approval by Campus Ministry.

## **3.5.13 Solicitation Policy for the College of Saint Benedict**

### **A. Solicitation**

The responsibility for fundraising off-campus rests in the Institutional Advancement Office of the College of Saint Benedict. Unless working as part of a team organized by Institutional Advancement, no employee is to represent himself or herself as a fund raiser for the College of Saint Benedict.

Fundraising on-campus intended to reach all employees, such as the United Way campaign, is organized by the Human Resources department.

### **B. Sales Solicitation**

1. External businesses or agents, even if they are represented by an employee or student, may not canvas the campus.

2. Outside agencies may sell merchandise on campus only if they complete a solicitation permit form and receive authorization from the College. Sales activities will be allowed only in areas specified in the authorization and are prohibited in all residence halls.

3. Authorized sales may not compete with any school auxiliary enterprise.

### **C. Solicitations by Mail or Posted Announcements**

Use of print or electronic mailing lists compiled by or owned by the College of Saint Benedict is prohibited, unless authorized by the Divisional Vice President.

Staff may use the electronic bulletin board – personal announcements section for personal solicitation notices. The use of on-campus bulletin boards, hallways, kiosks, or other general public access space, and student P.O. boxes is authorized by the Student Activities Office.

Use of campus mail boxes to solicit students for employment is managed by the Director of Career Services.

### **D. Religious Solicitation**

Religious organizations or representatives other than Campus Ministry are not permitted to solicit on campus, conduct worship services, or give presentations on campus without the express written permission of the College Campus Ministry Office. Academic guest- speaker presentations by individuals or groups representing a religious organization or view is at the discretion of the faculty and the Academic Affairs Office.

Religious solicitation by an outside group or individual is not permitted in the residential areas under any circumstances.

The distribution of religious materials by employees or students requires approval by Campus Ministry.

### **3.5.14 Political Activities Policy**

The College of St. Benedict (CSB) and Saint John's University (SJU) recognize the educational and civic merits of political awareness among its employees. The College of Saint Benedict and Saint John's University, as academic institutions, promote free expression of political ideas. All employees and students are encouraged to express their political preference by voting for the candidate of their choice. However, as institutions with non-profit legal status, CSB and SJU are prohibited by federal law



from endorsing candidates for elective office or political parties. An employee, like all other citizens, may engage in political activity provided the employee does not represent or imply that the employee is speaking or acting in the name of or on behalf of the College of Saint Benedict or Saint John's University. If an employee engages in direct political activity which may conflict with the employee's ability to carry out his or her job responsibilities, the employee must consult with his or her supervisor to assess whether a leave of absence or other adjustment to the job assignment is appropriate in the best interest of the employee and the institution(s).

The College of Saint Benedict and Saint John's University follow applicable federal and state law, as well as the guidelines of the American Council of Education (ACE) on political campaign-related activities of colleges and universities. College and University policies regarding political campaigning on campus are available at the following links. CSB: <http://www.csbsju.edu/csb-student-development/bennie-book> SJU: <http://csbsju.edu/sju-student-development/j-book-student-policies>

A complete copy of the ACE guidelines may be found at: <http://www.acenet.edu/news-room/Pages/Memo-Political-Campaign-Related-Activities-of-and-at-Colleges-and-Universities.aspx>.

### **3.5.15 Smoke Free Campus Policy**

The College of Saint Benedict and Saint John's University have the responsibility to provide a naturally safe, healthy and productive environment to all employees, students, residents and visitors. Research findings show that tobacco use in general, including smoking and breathing secondhand smoke, presents significant health hazards to the public. Secondhand e-cigarette aerosol contains nicotine, ultrafine particles and low levels of toxins that are known to cause cancer. In addition to causing direct health hazards, smoking contributes to institutional costs in other ways, including high risk for fire damage, cleaning and maintenance, and costs associated with employee absenteeism, health care and medical insurance. Tobacco use includes smoking (inhaling, exhaling, burning, vaping or carrying any lighted cigar, cigarette, electronic cigarette, or pipe) and the use of smokeless/chewable tobacco. The College of Saint Benedict and Saint John's University therefore have set the following policies regarding cigarette smoke and tobacco use:

- The use of tobacco products (including but not limited to cigarettes, cigars, pipes, smokeless tobacco, electronic cigarettes and other tobacco products) is prohibited in all college and university buildings, other partially or fully enclosed structures, bus stops, and athletic field structures (including but not limited to outdoor seating, dugouts and player shelters).

- The use of tobacco products (including but not limited to cigarettes, cigars, pipes, smokeless tobacco, electronic cigarettes and other tobacco products) is prohibited in all college and university owned or operated vehicles.
- Smoking and the use of vapor related products outside of campus buildings must take place at least 25 feet from any entrance, exit, or any building's fresh air intake. Any users should exercise discretion near public/visitor entrances and non-smokers.
- The College of Saint Benedict and Saint John's University prohibits on its campuses the sale or free distribution of tobacco products and the advertisement or acceptance of money or merchandise demonstrating loyalty to tobacco companies or any second-party sales or marketing outlets or agents.

*December 2014*

## PART IV

### *Faculty Handbook*

#### College of Saint Benedict/Saint John's University

#### **4.0 Faculty Procedures**

The institutions have a number of policies and procedures relevant to the faculty that do not require approval of the Board of Trustees to be adopted or amended. (See Section 2.16 for revision procedures.) Revisions of policies in Part IV become effective immediately upon approval by the Joint Faculty Assembly and both presidents (or at an alternate date stipulated in the policy itself). Revisions originating from either the Faculty Assembly or the presidents should be acted upon by the other party who will provide notification within 60 days of the academic calendar.

#### **4.1 Grievance Procedure**

This grievance procedure is the means by which grievances may be heard and adjusted within Saint John's University and the College of Saint Benedict. The intent and scope of the grievance procedure are described in Section 2.15.

In addition to this institutional grievance, the grievant may file with a federal or state court or agency if the alleged conduct violates a law, but he or she must do so within the applicable limits established by federal and state law (see Section 2.15.1).

Grievance proceedings shall be maintained as confidentially as possible, allowing for the need of the grievant, the person(s) grieved against, and the institutions to gather and present evidence concerning the grievance at these institutions and in other outside proceedings. All hearings shall be held in private.

Amendments to the grievance procedure (in accord with Section 2.16.1.b) will not affect an ongoing grievance if approval of the amendments by the faculty and the presidents occurs after the filing of a grievance statement (Section 4.1.6).

#### **4.1.1 Reasons for Initiating a Grievance Procedure**

A grievance procedure may be initiated when a faculty member or a group of faculty members makes either or both of two types of claims: an allegation of a violation of rights, policies, procedures, or standards or an allegation of inadequate consideration of the evidence. Although both types of allegations would be investigated by a single *ad hoc* grievance committee (in accord with Section 4.1.1.1 below), these two are distinguished because of the somewhat different procedures entailed in the latter case (see Section 2.15.3).

In addition, the Faculty Handbook and Elections Committee may initiate a grievance when it believes the *Faculty Handbook* has been violated, as provided in Section 5.3.11.1. When the Faculty Handbook and Elections Committee initiate a grievance, it shall notify the Executive Committee of the Senate of its intention to file a grievance according to the process set forth in Section 4.1.6. The Executive Committee of the Senate shall thereafter perform all of the functions normally assigned to the Faculty Handbook and Elections Committee under this grievance procedure, including ruling on whether the alleged violation is grievable and appointing the *ad hoc* grievance committee.

When the Faculty Handbook and Elections Committee is a respondent in a grievance, the Executive Committee of the Senate will likewise perform the functions normally assigned to the Faculty Handbook and Elections Committee under this grievance procedure.

#### **4.1.1.1 Violation of Rights, Policies, Procedures, or Standards**

A grievance may be initiated when a faculty member or a group of faculty members claims that there has been:

- a. a violation of policy or procedure of these institutions as set forth in the *Faculty Handbook*;
- b. an infringement of the rights of an employee or employees of these institutions as set forth in the *Faculty Handbook* which relates to compensation, appointment or reappointment, tenure, promotion, dismissal, suspension, reassignment, or layoff;
- c. unprofessional conduct or a violation of the academic freedom and integrity standards applicable to faculty (Section 2.10); or
- d. a violation of the procedures of the “Joint Human Rights Policy,” the “Joint Sexual Assault Policy,” or the “Joint Complaint Procedure for Human Rights Violations” (see Section 2.15.3.1).

#### **4.1.1.2 Inadequate Consideration**

If a faculty member alleges that a decision by the institutions concerning contract status, tenure, or promotion was based on inadequate consideration of the evidence, a grievance may be initiated. An allegation of inadequate consideration refers to a procedural rather than a substantive issue. The substance of a decision, i.e., the judgment as to what outcome is warranted by the evidence, is not grievable. Rather, the standard of adequate consideration suggests questions such as whether those

named in a grievance sought out and conscientiously considered all relevant evidence and standards, whether they excluded irrelevant and improper evidence and standards, and whether they made a good faith exercise of professional academic judgment (Section 2.15.3.2).

#### **4.1.2 Time Limits and Definitions**

The grievance procedure may stop at any time, providing principals (the grievant and person[s] grieved against) to the dispute unanimously agree.

Time limits, given throughout the preliminary and formal stages of the following grievance procedure, are prescriptive unless mutually agreed upon by all parties.

All parties should be aware throughout these procedures that the timelines vary between “working days” and “days,” “days” meaning simply successive days and “working days” meaning days on which classes meet.

If a hearing is still in progress when the academic year is over, there will be an immediate recess until one week after the opening of these institutions in the fall term, unless there is unanimous consent of the two major parties to the grievance, as well as consent of the members of the hearing body, to continue the hearing.

#### **4.1.3 Faculty Grievance Consultant**

The Faculty Handbook and Elections Committee will maintain a roster of faculty members familiar with the grievance procedure who will be available upon request to provide technical advice and other consultation to parties involved in a grievance. This consultant is not to be construed as legal counsel and is only acting in an unofficial advisory capacity. While the position is not one of advocacy, an individual serving as consultant to one party of the grievance may not assist the other parties involved. The decision to utilize a grievance consultant is up to the individual party and is in no way required in the grievance process.

##### **4.1.3.1 Responsibilities of the Faculty Grievance Consultant**

The responsibilities of the faculty grievance consultant vary, depending on the phase of the grievance process. If, during the process, any party feels that a significant conflict of interest has arisen, the consultant must withdraw from the process and the parties involved are free to seek assistance from another consultant.

- a. Prior to the formation of an *ad hoc* grievance committee
  1. To provide assistance to faculty members exploring whether there are grounds for filing a grievance (Section 2.15.3);
  2. To participate actively in efforts to find an informal resolution of the

- issues, if the grievant requests such assistance;
  - 3. To provide advice, upon request, to participants in the grievance procedure in the construction and filing of official statements such as the grievance statement (Section 4.1.6) or the formal response from the party grieved against (Section 4.1.6.4); and/or to answer questions and provide whatever relevant advice the faculty grievance consultant deems helpful.
  - 4. The consultant will notify the chair of the Faculty Handbook and Elections Committee when accepting the role of advising one party or the other.
- b. After the formation of an *ad hoc* grievance committee
- 1. The *ad hoc* grievance committee is a neutral group of faculty colleagues to which the Faculty Assembly as a whole delegates responsibility for investigating the grievance. In order to keep this primary responsibility clear, the faculty grievance consultant does not attend meetings between the *ad hoc* grievance committee and the parties to the grievance but will be available for advice to the participants during the committee's preliminary efforts to find an informal resolution to the issues (Section 4.1.7.1).
  - 2. Upon the request of a participant to the grievance, and upon a decision by the faculty grievance consultant that such advice would be helpful to the process, the faculty grievance consultant may continue to provide informal advice throughout the grievance process, including during the time when formal hearings may occur (Section 4.1.8).

#### **4.1.4 Timeline**

The following is a timeline for the grievance process. If any confusion arises between interpretations of this timeline and of the text describing these stages in detail, the text shall be taken as definitive. However, the timeline may be altered by mutual agreement of the parties to the grievance and the appropriate committee dealing with the grievance at that stage of the process. In the event of minor discrepancies in following the timeline, the goodwill of all parties involved is expected, as the intent of the grievance procedure is resolution of the situation rather than dismissal on technical grounds.

- a. 30-day preliminary stage (Section 4.1.5);
- b. 10 working days from the end of the 30-day preliminary stage for filing of the grievance statement (Section 4.1.6);
- c. 10 working days from the filing of the grievance statement for a decision by

the Faculty and elections Handbook Committee concerning the grievability of the violations alleged (Section 4.1.6.1.a);

- d. 10 working days from the Faculty and Elections Handbook Committee's decision on grievability for:
  1. circulation by the grievant of the grievance statement (Section 4.1.6.2.a);
  2. notification by the grievant to the Faculty Handbook and Elections Committee that the grievance statement has been circulated (Section 4.1.6.2.b);
  3. the appointment and announcement by the Faculty and Elections Handbook Committee of the chair of the *ad hoc* grievance committee (Section 4.1.6.2.c);
  4. the appointment by the Faculty and Elections Handbook Committee of a slate of 10 candidates for the other two positions on the *ad hoc* grievance committee (Section 4.1.6.2.d);
  5. chair of the Faculty Handbook and Elections Committee notifies the slate and provides them with the grievance statement (Section 4.1.6.2.e);
- e. 15 working days from the appointment of the chair of the *ad hoc* grievance committee for:
  1. the grievant to submit the grievance statement (Section 4.1.6.3.a);
  2. notification by the grievant to the chair of the *ad hoc* grievance committee and to the chair of the Faculty Handbook and Elections Committee that the grievance statement has been circulated (Section 4.1.6.3.b);
  3. notification from the chair of the *ad hoc* grievance committee to the parties to the grievance concerning the process for constituting the *ad hoc* grievance committee (Section 4.1.6.3.c);
- f. 15 working days from the filing of the grievance statement for:
  1. formal response by those grieved against (Section 4.1.6.4);
  2. the choice of the other two members of the *ad hoc* grievance committee (Section 4.1.6.5);

- g. 15 working days from the deadline for a formal response by those grieved against for investigation by the *ad hoc* grievance committee and its decision concerning formal hearings (Section 4.1.7.4);
- h. 15-day period from the decision to hold formal hearings for the start of formal hearings (Section 4.1.8);
- i. ordinarily a 60-day period from the decision to hold formal hearings for completion of the hearings (Section 4.1.8.2);
- j. 7 working days after the end of formal hearings for the *ad hoc* grievance committee's decision (Section 4.1.9);
- k. 7 working days after receipt of the decision for parties to the grievance to declare their acceptance or rejection of the *ad hoc* grievance committee's decision (Section 4.1.8);
- l. 10 working days after the *ad hoc* grievance committee's notification of its decision for appeal (Section 4.1.10);
- m. 10 working days for the appropriate administrator(s) to notify the appealing party of a date by which the appeal will be reviewed (Section 4.1.10.1);
- n. 10-day period to review the appeal and to notify all parties of a decision (Section 4.1.10.1-2).

#### **4.1.5 The Preliminary Stage**

The necessary first step toward an informal solution is for the grievant to attempt personally to resolve his or her dispute with the other person or persons. This informal procedure takes place within a 30-day period; it begins on the day on which the grievant submits a dated letter specifically identified as initiating the 30-day preliminary stage, outlining the dispute and stating the date the alleged event occurred to both the person(s) being grieved against as well as the chair of the Faculty Handbook and Elections Committee, and the provost. The principals may call upon one of the faculty grievance consultants or any person who has knowledge of the dispute or who may assist in an informal resolution. The human rights officer, the director of Human Resources, and/or the provost may be called upon at this time to aid in an informal resolution. While these persons may actively seek a satisfactory solution, the responsibility for resolving the dispute remains with the principals.

This 30-day period is meant to be used for actively seeking a resolution to the dispute. Any record of what transpires during the preliminary stage does not become



part of the grievance record.

If a faculty member is simultaneously alleging a grievable violation and a human rights violation (see Section 2.15.1), this preliminary stage may overlap with the informal complaint stage of the “Joint Complaint Procedure for Human Rights Violations.”

#### **4.1.6 The Filing Process: Beginning of the Formal Stage**

If the grievant has not settled the dispute within the 30-day preliminary stage and wants to proceed with the grievance procedure, he or she shall submit an intention to file, hereafter referred to as the grievance statement. This grievance statement shall be filed with the chair of the Faculty Handbook and Elections Committee, with a copy to the provost, within 10 working days after the 30-day preliminary stage has ended unless the grievant can establish to the chair of the Faculty Handbook and Elections Committee that a delay in filing is the result of extenuating circumstances, in which case they will agree to a new filing date.

The grievance statement must contain sufficient information to determine the section(s) of the *Faculty Handbook* that relate to the dispute; it describes the specific nature of the grievance and specifies the factual claims upon which the grievance is based, names the person or persons against whom the grievance is made, and proposes a possible remedy or remedies. When the grievance statement is put into final form (4.1.6.3.a), additional factual claims may be specified, but the *matter* of the grievance, including the section(s) of the *Faculty Handbook* to which it is related, cannot be altered.

##### **4.1.6.1 Decision to Form an *Ad Hoc* Grievance Committee**

Within 10 working days after the chair of the Faculty Handbook and Elections Committee receives the grievance statement, the following must occur:

- a. The Faculty Handbook and Elections Committee shall decide whether or not the issues of the dispute are grievable. For purposes of this decision, the committee will presume the accuracy of the facts presented by the grievant and will rule only on whether the violations are grievable, as defined in Section 2.15.3.
- b. If the committee decides that the alleged violations are grievable, it will proceed to form an *ad hoc* grievance committee to investigate the matter, as described in Faculty Handbook and Elections Committee finds that the issues of the dispute are not included in Section 2.15.3, then the grievance process is ended. This decision cannot be challenged, and the grievant may not initiate another grievance on these matters.

- d. If a faculty member is simultaneously alleging a grievable violation and a human rights violation (see Section 2.15.1), the committee will consult with the institution's human rights officer. If the Faculty Handbook and Elections Committee and the human rights officer conclude that one or more of the grievable complaints also entails a claim of a human rights violation, a single *ad hoc* grievance committee will be formed to investigate both kinds of allegations. The human rights officer will serve as a nonvoting advisor to the *ad hoc* grievance committee and will submit to that committee and to all the principals to the grievance a report of findings concerning the alleged human rights violation. The complainant retains the right to initiate a human rights complaint through the Human Rights Office.
- e. In accord with Section 2.15.2.c, if the faculty member alleges only a violation of the “Joint Human Rights Policy,” a grievance cannot be filed, but a human rights complaint may be initiated.

#### **4.1.6.2 Appointment of the Chair of the *Ad Hoc* Grievance Committee and Slate Selection**

Within 10 working days after the grievant receives from the Faculty Handbook and Elections Committee notice of its decision that the issues of the dispute are grievable, the following must occur:

- a. The grievant shall submit copies of the grievance statement to any named party, the department chair or appropriate supervisor, the vice provost, the academic dean, the provost, and president(s).
- b. The grievant shall submit a signed and dated acknowledgment to the chair of the Faculty Handbook and Elections Committee that the grievance statement has been so distributed.
- c. The Faculty Handbook and Elections Committee shall appoint one tenured member of the College of Saint Benedict or Saint John’s University faculty, or a College of Saint Benedict or Saint John’s University administrator with tenure, to serve as chair of the *ad hoc* grievance committee. The Faculty Handbook and Elections Committee must make every reasonable effort to ensure that the appointed chair does not have a conflict of interest in the case. The appointment of the chair cannot be challenged. If the *ad hoc* grievance committee will be simultaneously investigating both a grievable allegation and a human rights violation (in accord with Section 4.1.5), the chair of the *ad hoc* grievance committee will be selected from those tenured faculty members who serve on the Human Rights Hearing Panel (described in “Joint Complaint Procedure for Human Rights Violations”).

The Faculty Handbook and Elections Committee will write to all parties to the grievance to announce the appointment of the chair.

- d. The Faculty Handbook and Elections Committee will provide to the appointed chair of the *ad hoc* grievance committee a slate of 10 candidates, from which two shall later be chosen to serve on the *ad hoc* grievance committee. Faculty named in the slate can be from the College of Saint Benedict or Saint John's University but must be tenured. The slate may include up to three administrators. The administrator(s) must either be tenured to the faculty or have five or more years of full-time service as an administrator at the College of Saint Benedict or Saint John's University.
- e. When a grievance is brought by a member or members of the College of Saint Benedict or Saint John's University against a member or members of the other institution, either party may request that the slate be divided into two slates of five, one composed solely of members of the college and one of members of the university, with one member of the *ad hoc* grievance committee to be chosen from each slate.
- f. In the case of a campus-specific grievance, either party may request that only members of the relevant institution be named on the slate.
- g. The chair of the Faculty Handbook and Elections Committee shall notify the 10 that they are on the slate and furnish them with the grievance statement. The committee must make every reasonable effort to ensure that persons on the slate do not have a conflict of interest in the case. A person may withdraw from the slate by stating specifically in writing to the chair of the Faculty Handbook and Elections Committee that he or she has a conflict of interest in the case. The slate may not be challenged.

#### **4.1.6.3 Submission of the Grievance Statement**

Within 15 working days following the appointment of the chair of the *ad hoc* grievance committee and the slate, the following procedure must occur:

- a. The grievant must put the grievance statement in final form. Additional factual claims may be specified, but the *matter* of the grievance, including the section(s) of the *Faculty Handbook* to which it is related, cannot be altered.
- b. The grievant shall submit copies of the grievance statement to the appropriate president(s), provost, vice provost, the academic dean, and department chair and/or dean of the School of Theology, and three copies to the chair of the *ad hoc* grievance committee, who will distribute those

copies to the *ad hoc* grievance committee members upon their appointment.

- c. The grievant shall submit to the chair of the *ad hoc* grievance committee and the chair of the Faculty Handbook and Elections Committee, a signed and dated acknowledgment that the grievance statement has been submitted to all related parties as specified in 4.1.6.3.b.
- d. The chair of the *ad hoc* grievance committee shall notify in writing the grievant and the respondent(s) to the grievance that the committee will be constituted in accordance with Section 4.1.6.5, for purposes of hearing the grievance. The notification shall refer the parties to Section 4.1 for a description of the grievance procedure.

#### **4.1.6.4 Formal Response**

Within 15 working days following the filing and notification (see Section 4.1.6.3.b above) of the grievance statement, the person or persons against whom the grievance is made shall respond to the charges in a written statement which shall be submitted to the chair of the *ad hoc* grievance committee and to the grievant.

Failure to respond in writing to the charges within 15 working days will be interpreted as meaning the grievance statement is an accurate account.

#### **4.1.6.5 Formation of the *Ad Hoc* Grievance Committee**

Within 15 working days following the filing and notification (see Section 4.1.6.3.b above) of the grievance statement, the *ad hoc* grievance committee chair shall circulate among the involved parties the slate of nominees (see Section 4.1.6.2.c-e) and shall convene the principals to the grievance to select and agree upon two members of the slate for the *ad hoc* grievance committee. In the event the principals cannot agree, each side shall have the right to exclude up to four of the slate; the chair of the *ad hoc* grievance committee shall choose two from among those not excluded.

When the slate of nominees is divided into two slates of five and the principals cannot agree on a member from one of the slates, each side shall have the right to exclude up to two of that slate; the chair of the *ad hoc* grievance committee shall choose from among those not excluded.

If the *ad hoc* grievance committee will be simultaneously investigating both a grievable allegation and a human rights violation (in accord with Section 4.1.5), the two additional faculty members of the *ad hoc* committee, along with the chair, as needed, will receive appropriate informal training of the sort ordinarily provided to the

faculty members serving on an *ad hoc* hearing committee formed to investigate a human rights violation. (See “Joint Complaint Procedure for Human Rights Violations.”)

#### **4.1.7 Preliminary Actions of the *Ad Hoc* Grievance Committee**

Once formed, the *ad hoc* grievance committee will attempt to resolve the grievance in a manner mutually acceptable to the grievant and parties named in the grievance (Section 4.1.7.1). If no mutually acceptable resolution can be reached, the committee shall proceed with a preliminary investigation. Once completed, the *ad hoc* grievance committee shall recommend reconsideration of the case due to inadequate consideration (Section 4.1.7.3) or decide that formal hearings should be held (Section 4.1.7.4) or dismiss the grievance (Section 4.1.7.5).

##### **4.1.7.1 Mutually Acceptable Resolution of Grievance**

The *ad hoc* grievance committee shall make every reasonable effort to resolve the grievance in a manner mutually acceptable to the grievant and the parties named in the grievance at this stage. If resolution occurs at this stage, the grievance statement, the formal response and the *ad hoc* grievance committee’s announcement of the resolution are placed in the custody of the appropriate Human Resources Office or the Office of the Provost if the person grieved against is the Human Resources officer. The *ad hoc* grievance committee must send a written announcement of the resolution to the grievant(s), the parties named in the grievance, the provost, and the chair of the Faculty Handbook and Elections Committee.

##### **4.1.7.2 Preliminary Investigation**

If the grievance is not resolved, the *ad hoc* grievance committee shall proceed to a preliminary investigation that must include interviews with the grievant and the parties named in the grievance, a review of the grievance statement, and a review of the formal response of those grieved against to determine whether there are sufficient grounds to believe that a violation, as specified in Section 2.15.3, may have occurred.

After completion of the preliminary investigation, the committee shall take one of the following three actions: recommend reconsideration of the case due to inadequate consideration (Section 4.1.7.3), decide that formal hearings should be held (Section 4.1.7.4), or dismiss the grievance (Section 4.1.7.5).

##### **4.1.7.3 Allegations of Inadequate Consideration of Evidence**

Allegations of inadequate consideration (as described in Section 2.15.3.2) will be handled as follows:

- a. Any grievance committee investigating such an allegation must discover whether those grieved against gave adequate consideration to the evidence.
- b. The grievance committee must recognize that it should not substitute its own judgment for the judgment of the original evaluators on the merits of whether the grievant should have been reappointed or promoted or granted tenure, or otherwise dealt with.
- c. If the grievance committee finds sufficient evidence (see Section 4.1.7.3.e below) to believe that inadequate consideration occurred, it will recommend a reconsideration of the case, indicating the respects in which consideration may have been inadequate.
- d. In particular, the grievance committee will not proceed to formal hearings (described in Section 4.1.7.4 below) because of evidence of inadequate consideration.
- e. If the committee concludes that a decision may have been based on inadequate consideration (as defined in Section 2.15.3.2), the committee's formal report to the grievant(s), the parties named in the grievance, the provost, vice provost, the academic dean, the department chair and/or the dean of the School of Theology, the chair of the Faculty Handbook and Elections Committee, and the president(s) must include a recommendation that the person, persons, or committee which gave inadequate consideration assess the merits of the case once again, this time remedying the inadequacies of their prior consideration. No grievance will proceed to formal hearings because of a finding of inadequate consideration.

#### **4.1.7.4 Decision Concerning Formal Hearings**

If the committee concludes that a violation specified in Section 2.15.3.1 may have occurred, it will proceed to formal hearings and a formal determination.

If the *ad hoc* grievance committee has been simultaneously investigating both a grievable allegation and a human rights violation and if the committee, by majority vote, concludes that insufficient grounds exist for believing that there may have occurred a violation as specified in Section 2.15.3 but that there is sufficient evidence to believe that a violation of the "Joint Human Rights Policy" may have occurred, the *ad hoc* grievance committee will proceed to formal hearings to investigate the allegations further and make a formal determination. This investigation will constitute the official human rights investigation of the institutions and the complainant may not file another human rights complaint pertaining to the subject of this complaint. The human rights officer will remain as a nonvoting advisor to the committee.

#### **4.1.7.5 Dismissal of Grievance**

If the *ad hoc* grievance committee (by a majority vote) concludes that insufficient grounds exist for believing that a violation may have occurred, it must dismiss the grievance. The *ad hoc* grievance committee's order of dismissal may not be appealed by either of these institutions or the grievant. The grievant may not file another grievance pertaining to the subject of the grievance.

If the *ad hoc* grievance committee has been simultaneously investigating both a grievable allegation and a human rights violation and if the committee, by majority vote, concludes that insufficient grounds exist for believing that there may have occurred a violation covered by either the "Joint Human Rights Policy" or by this grievance procedure, it must dismiss both complaints. The grievant may not file another grievance or human rights complaint pertaining to the subject of the complaint(s) dismissed.

#### **4.1.7.6 Timeline for and Report on Preliminary Actions of the *Ad Hoc* Grievance Committee**

This decision either to end the grievance or move to formal hearings must occur within 15 working days from the end of the grievance statement formal response period (see Section 4.1.6.4).

Whatever its decision at this stage of the grievance, the *ad hoc* grievance committee must make a written report of its decision and its rationale to the grievant(s), the parties named in the grievance, the provost, vice provost, the academic dean, the department chair and/or the dean of the School of Theology, the chair of the Faculty Handbook and Elections Committee, and the president(s).

#### **4.1.8 The Formal Hearings**

Formal hearings begin within 15 days after the *ad hoc* grievance committee's decision to hold them.

The following are components of the formal hearings, including rights and expectations of the involved parties.

##### **4.1.8.1 Collection of Relevant Information**

- a. Request for Information.

All parties to the grievance may request in writing documentary or other information relevant to the grievance from all parties and from these institutions. In cases where relevance of the requested material is at question,

the *ad hoc* grievance committee will determine whether the requested material is deemed to be relevant.

b. Response to Request for Information.

All parties and these institutions must respond to the request for production of information within 10 working days of receiving such request. In responding to a request for production of information, all parties and these institutions must:

- Use every reasonable effort to make available for inspection by the requester all documentary and other information within their control (except material subject to any legally recognized privilege);
- If they are not in possession of the information requested or if the information requested is subject to any legally recognized privilege, make a written statement to that effect to the *ad hoc* grievance committee. Legal privilege does not extend to information about, or documents relevant to, equitable application of institutional procedures.

#### **4.1.8.2 Hearings**

Hearings of the *ad hoc* grievance committee are open only to persons invited by the committee. The hearing procedures should ordinarily be completed within 60 days following the *ad hoc* grievance committee's decision to hold them

#### **4.1.8.3 Correspondence**

Any correspondence required to be delivered under this grievance procedure must be hand-delivered to the party or parties to the grievance and a written acknowledgment be obtained.

#### **4.1.8.4 Representation**

Whenever the parties to the grievance are present at a meeting or a hearing held by the *ad hoc* grievance committee, both have the right to have an advisor of their choosing from the faculty or staff of these institutions. (An "advisor" may not be legal counsel.)

#### **4.1.8.5 Observer**

At the request of either party, the chair of the *ad hoc* grievance committee will invite a representative of a recognized educational association to attend the proceedings as an observer. The local chapter of the organization will decide how that person should be selected.



#### **4.1.8.6 Record of the Formal Hearings**

Beginning at this formal stage all hearings will be audio-taped and the master copy will be kept by the chair of the *ad hoc* grievance committee who may allow the grievant and the persons named in the grievance to listen to another copy. The *ad hoc* grievance committee, in consultation with the president(s) of the appropriate institution(s), or the chair or vice-chair of the Coordinate Academic Affairs Committee when the president is a party to the grievance, shall determine the extent to which the records of its hearing will be accessible to other parties.

#### **4.1.8.7 Witnesses**

##### **a. Cooperation and Testimony**

If any party to the grievance believes that additional information may be obtained from witnesses, all parties to the grievance will cooperate with the *ad hoc* grievance committee in securing witnesses. The *ad hoc* grievance committee may limit the number of witnesses provided that the number is fairly divided among the parties. All parties will assume that witnesses will testify truthfully; this assumption must be stated to each witness.

##### **b. Witnesses' Participation**

Witnesses called are expected to participate in the proceedings. In the event a witness cannot appear before the hearing body, the *ad hoc* grievance committee will request that the witness either make a written statement of testimony or privately audio-tape the testimony in the presence of a member of the *ad hoc* grievance committee. The *ad hoc* grievance committee may recall the witness for further questioning. In the event a witness does not appear at a hearing, a note will be made in the record that the named witness did not appear but gave testimony by other means.

#### **4.1.8.8 Further Evidence**

A conscientious effort will be made by the *ad hoc* grievance committee and all parties to the grievance to obtain the most reliable evidence from whatever other sources seem necessary to them. All parties to the grievance have the right to knowledge of all evidence on which the *ad hoc* grievance committee will determine its decision or recommendation.

#### **4.1.8.9 Testimony as Evidence**

All parties to the grievance have the right to hear the testimony of all witnesses on which the *ad hoc* grievance committee will be determining its findings. The *ad hoc* grievance committee should be guided in evaluating testimony by the

principles of relevance, materiality, credibility, and firsthand knowledge.

#### **4.1.8.10 Violation of the *Ad Hoc* Grievance Committee's Request**

If any party to the grievance or the college or university continues to refuse to produce information after being requested to do so by the *ad hoc* grievance committee, the committee shall make a decision based on the information it has.

#### **4.1.8.11 Findings of Fact and Decision**

The decision will consist of findings of fact, conclusions, and recommended disposition, all of which must be based solely on the hearings, records, and the pertinent procedures of the *Faculty Handbook*. At the completion of the hearing, the *ad hoc* grievance committee must arrive at a decision and make recommendations of action, sanction, or other resolution. The chair of the *ad hoc* grievance committee will give a generic summary of the decision to the chair of the Faculty Handbook and Elections Committee (see Section 4.1.11.2).

#### **4.1.9 The Resolution Procedure**

By majority vote, the *ad hoc* grievance committee will make its decision based on the evidence presented at the hearings. Within seven working days after the formal hearings have ended, the chair of the *ad hoc* grievance committee must inform all parties to the grievance of that decision, by letter. The *ad hoc* grievance committee will also report its decision to the appropriate president(s). If the president is a party to the grievance, the *ad hoc* grievance committee's decision will go to a panel consisting of members of the Coordinate Academic Affairs Committee from the institution of the president subject to the grievance.

The *ad hoc* grievance committee's decision will be considered final and may be appealed by the parties to the grievance only on grounds that the procedures of this section (4.1) have not been properly followed. Within seven working days, all parties to the grievance must provide the chair of the *ad hoc* grievance committee written acknowledgment of the receipt of the decision. The parties may choose to include in the letter their reactions to the decision, which the chair will communicate in writing to all parties in a timely fashion.

#### **4.1.10 The Appeal Stage**

Within 10 working days after notification of the decision, any party to the grievance has the right to appeal. The appeal may be based only on the grounds that the grievance procedures have not been properly followed. The party appealing must submit a statement of appeal to the appropriate president(s). The review of the appeal must be based solely on the *ad hoc* grievance committee's record of its

hearings.

The statement of appeal must set forth the grounds upon which the appealing party charges that the grievance procedures in this section (4.1) have not been properly followed.

#### **4.1.10.1 Notification of Review of the Appeal**

Within 10 working days after receipt of the statement of appeal, the appropriate administrator(s) must send written notification to the appealing party of the intent to review the appeal and indicate a date by which the decision will be made. This review should take no longer than 60 days.

#### **4.1.10.2 Administrative Review of Appeal**

The provost (or other appropriate administrator) will review the record to determine whether or not the procedures of this section have been properly followed and notify all parties to the grievance of his or her final decision. Should it be determined that the grievance procedures were not properly followed, the case will be remanded to the *ad hoc* grievance committee with specific recommendations.

#### **4.1.10.3 President as a Party to the Grievance**

When the president is named in the grievance statement, the grievant may file an appeal for review to a panel consisting of the members of the Coordinate Academic Affairs Committee from the institution of the president subject to the grievance. The same time limits, contents of the appeal, notification of action, and review of the appeal as set forth in Section 4.1.10 and subsections apply to the panel's review.

#### **4.1.11 Record of the Hearings**

##### **4.1.11.1 Reporting**

Within 30 days after the deadline for parties to the grievance to file an appeal (as described in Section 4.1.10), the president(s) will report the *ad hoc* grievance committee's decision, the parties' acceptance, rejection and/or appeal, and the president(s)'s own decision to the grievant(s), those grieved against, the members of the *ad hoc* grievance committee, the department chair and/or dean of the School of Theology, vice provost, academic dean, provost, and the chair of the Faculty Handbook and Elections Committee. If the president is grieved against, the chair or vice-chair of the Coordinate Academic Affairs Committee of the Board who serves at the institution of the president subject to the grievance will report this information and the committee's own decision to these same persons within 60 days of the deadline for appeal.

#### **4.1.11.2 Report to Faculty Assembly**

The chair of the Faculty Handbook and Elections Committee will (ordinarily at the last faculty assembly in the spring term) annually report all grievances about which a final decision has been made. The above-mentioned chair's report will be a written generic summary as provided by the chair of each *ad hoc* grievance committee. The generic report shall specify the reason for initiating the grievance as set forth in Section 2.15.3, the section of the *Faculty Handbook* violated, a summary of the formal hearings, and the decision of the *ad hoc* grievance committee. In a generic summary, no parties to the grievance may be named nor information that identifies an individual be given. When both the *ad hoc* grievance committee and the president(s) decide it is appropriate, they may determine if it is necessary and/or prudent to publish a more limited summary, no summary, or a more specific summary naming the parties to the grievance to the faculty assembly.

#### **4.1.11.3 Custody and Right to See the Record**

Any records of formal hearings of the *ad hoc* grievance committee and any appeal to the president(s) are placed in the custody of the appropriate Human Resources officer or the Office of the Provost if the person grieved against is the Human Resources director. These records are available only for responses to state and federal administrative and judicial courts and agencies, which by statute, rule or regulation have a right to examine their contents, and to the principals of the grievance. The principals (the grievant and person(s) grieved against) may, for the cost of duplication, obtain copies of the materials in the record of their formal hearings. Any copies will be made by a member of the director's staff or a member of the provost's staff.

### **4.2 Further Procedures for Faculty Review**

These procedures are the means by which the Post-tenure Faculty Development Program is implemented.

#### **4.2.1 The Post-tenure Faculty Development Program Coordinator**

The post-tenure faculty development coordinator is a tenured faculty member elected to a three-year term by the faculty at his or her respective campus. The program coordinator notifies faculty of his or her anticipated participation in the program; meets individually with program participants to discuss goals, the process of reflection and the plan for professional development; coordinates interaction of program participants; aids faculty in procuring appropriate resources; consults with department chairs, the director of the Learning Enhancement Services and the chair of the Faculty Development and Research Committee and with them serves as a resource person for program participants; and writes an annual report on the activities

of the program.

#### **4.2.2 Frequency of Participation**

All tenured faculty whose most recent rank and tenure review was 10 or more years ago must participate, and participation will continue at 10-year intervals thereafter. Each program coordinator will direct 10 participants per year. The starting date for participation is based upon the date of tenure, with those having the longest tenures the first participants.

#### **4.2.3 Procedures for the Post-tenure Faculty Development Program**

The Post-tenure Faculty Development Program includes the following steps:

- a. **Establishment of Goals:** At the beginning of the year of participation, each faculty member will assess accomplishments and identify goals for further development in three areas: teaching, scholarship and creative work, and service activities. This process of reflection will include two components: an oral discussion with at least one other tenured faculty member from either inside or outside the participant's department and the preparation of a written report summarizing the accomplishments and identifying goals, which will be given to the program coordinator and the faculty member's departmental chair.
- b. **Identification of Strategies:** Following this reflection and during the course of the year, each participant will identify strategies to achieve goals for his or her professional development and suggest ways the College of Saint Benedict/Saint John's University could provide resources to assist the plan of development. All program participants will consult with their department chairs and meet at least twice per semester with each other and the program coordinator to discuss their goals and strategies. Each faculty member is encouraged to be creative in designing his or her own program goals and strategies. Sample components of program design might include (but are not limited to):
  1. Development of regular peer partnership activities with another faculty member or group of faculty members who might observe classes or discuss one's scholarly activity.
  2. Redesigning courses through intensive reading, reorientation of content, reconsideration of pedagogical technique, reflection on student feedback, new use of technology, experiments with team teaching, videotaping of classes, consulting with colleagues on other campuses, applying for release time for developing new courses, attending appropriate conferences, and so on.

3. Planning a program of scholarship and creative work: assessing direction through consideration of disciplinary development and personal interest, intensive reading, networking with scholars of like interest, attending conferences, planning and taking research trips, writing research grants, applying for reassigned time for research, carrying out research, writing drafts of research and receiving feedback.
  4. Planning directions of future service activities.
- c. **Proposal:** Each participant will prepare a proposal which will be given to the department chair, program coordinator and the academic dean. It will summarize the reflection; clarify the goals, strategies and resources needed for the development plan; and project strategies to be initiated during the following one to two years. It will be due April 1. The chair and the academic dean will provide a written response by September 1.
- d. **Report:** Within two years, participants will report to their departments on the implementation of their development plan.

### **4.3 Summative Student Opinion Data**

#### **4.3.1 Policy on Collecting Summative Student Opinion Data**

On May 3, 1995, the Joint Faculty Assembly adopted a policy on the collection of Summative Student Opinion Data. The following principles and practices of collecting summative student opinion data were adopted.

##### **4.3.1.1 Principles**

Instructors gather opinion about their teaching and student learning to ensure continued professional development.

Student opinion is but one part of a larger body of evidence that instructors present in support of their requests for retention, promotion and tenure.

##### **4.3.1.2 Practices**

###### **4.3.1.2.1 Required Survey Questions**

All instructors must include the following five questions as part of whatever form they use to collect information from students. The first two questions provide the context for understanding the final three:

- 1) My desire to enroll in this course was
 

A	B	C	D	E
very strong	strong	moderate	weak	very weak
  
- 2) The learning goals and objectives of this course were
 

A	B	C	D	E
very strong	strong	moderate	weak	very weak
  
- 3) Overall, in this course I learned
 

A	B	C	D	E
an exceptional amount	a good amount	an average amount	little	very little
  
- 4) Overall, I rate this course to be
 

A	B	C	D	E
excellent	very good	good	fair	poor
  
- 5) Overall, I rate my instructor in this course to be
 

A	B	C	D	E
excellent	very good	good	fair	poor

For some courses, departments may create and validate useful ways of gathering additional information that best suit their curricular goals.

Instructors may design supplemental survey questions that evaluate their course and teaching effectiveness.

#### **4.3.1.2.2 Timing**

Instructors should collect summative information from students within the last two weeks of the semester, or in the last week of a mod or team-taught course.

#### **4.3.1.2.3 Frequency**

Non-tenured faculty must do student course opinion surveys for all classes each semester unless they teach more than three classes per semester. In that case, they are only required to administer three student course opinion surveys per

semester. Tenured faculty should administer three student course opinion surveys per year.

#### **4.3.1.2.4 Survey Administration**

Student opinion surveys for end of semester course evaluation will be facilitated online with IT Services providing technical support and assuring anonymity for the students. Student opinion surveys and results will be available to the faculty member online but not until after the deadline for final grade submissions. A secure repository for each faculty will store completed student opinion surveys. Faculty will have sole access to their own surveys unless they give permission, through IT services, for others to view them.

#### **4.3.1.2.5 Raw Data Results**

The raw data will be considered the property of the faculty person. Because the purpose of this data collection is to track individual growth, this information is **not** to be used in statistical analyses comparing faculty members with each other. Faculty members should be encouraged to identify and analyze patterns in their student course opinion surveys across time.



## Part V

### *Faculty Handbook*

#### College of Saint Benedict/Saint John's University

### 5.1 Faculty Governance

The faculty of the college and university are organized with assemblies and committees which carry out faculty responsibilities for shared governance. Part V of the *Faculty Handbook* describes the structure of faculty governance. Revisions of policies in the remainder of Part V become effective immediately upon approval by the Faculty Senate (or for changes to part 5.4 the Joint Faculty Assembly) and both presidents (or at an alternate date stipulated in the policy itself). Revisions to Part V originating from either the Faculty Senate or the presidents should be acted upon and notification provided within 60 academic calendar days.

#### 5.1.1 Faculty Role in the Governance of the College of Saint Benedict

The primary role of the faculty in college governance is the implementation of the educational goals of the College of Saint Benedict. In this capacity the faculty is responsible for curricular requirements including but not limited to: admissions and graduation requirements, the Common Curriculum, additions and deletions of majors, minors, or programs. The faculty is also responsible for issues relating to faculty welfare including but not limited to: tenure, promotion, sabbaticals, compensation, working conditions, and faculty development.

The faculty participates in college governance through the Joint Faculty Assembly. The Joint Faculty Assembly delegates to the Faculty Senate responsibility to represent the collective faculty of the College of Saint Benedict and Saint John's University. The Faculty Senate is charged to deliberate and make decisions on matters related to the academic policies and programs, faculty rights and responsibilities, and the general academic environment of the institutions. The Faculty Senate communicates and consults with faculty, administration staff, and the Boards in formulating, developing, and implementing the CSB/SJU educational mission.

The Joint Faculty Assembly through the Faculty Senate and through its representatives on standing committees or *ad hoc* committees of the college and Saint John's University.

Generally, the initiation of educational policy is the responsibility of the faculty. Whether changes in educational policy are initiated by the faculty, the academic administrators, the president or the Board of Trustees, changes of a major nature in educational policy require consultation among the faculty, the provost, the president, and the Board of Trustees, unless there is agreement to do otherwise.

### **5.1.2 Faculty Role in the Governance of Saint John's University**

To better meet its educational goals, Saint John's University is committed to cooperation among the Board of Trustees, the administration, the faculty, the students, the monastic community, and the College of Saint Benedict. The broadest possible exchange of information and opinion is necessary for effective planning and implementation of the university's educational objectives.

Each constituency of the academic community has different initiating and decision-making responsibilities; the responsibility for initiating and formulating recommendations for the appropriate decision-making body is ordinarily exercised through the various committees of the university and the college.

One of the primary responsibilities of the faculty is the implementation of the educational goals of the university. The faculty plays a major role in formulating degree requirements, curricula, faculty status and welfare, and programs for professional development.

The faculty carries forward its obligations with respect to academic affairs chiefly in the Faculty Senate, in the Saint John's University Faculty Assembly, and through its representatives on appropriate standing committees of the university and the college.

Faculty members have additional responsibilities to exchange information with and serve as consultants to constituencies of the university. These responsibilities may be fulfilled by participation in committees of the Board of Trustees or the administration, divisional and/or departmental governance, or *ad hoc* committees.

In general, initiation of educational policy shall rest with the faculty; but whether initiated by the faculty, the academic administrators, the president, or by the Board of Trustees changes of a major nature in educational policy of the university shall require consultation among the faculty, the provost, the president, and the Board of Trustees, unless there is agreement to do otherwise.

The faculty are subject to the reserve power of control by the Board of Trustees in their prescription and determination of requirements for admission, the curriculum requirements for graduation, the nature and number of degrees to be conferred, and regulations for the conduct of the educational work of the university. No exercise of the powers herein conferred on the faculty which, in the judgment of the president of

the university involves a major issue in the educational policy of the university, shall take effect without the concurrence of the president of the university and the approval of the Board of Trustees. The power of review or final decision in these areas is lodged in the Board of Trustees or delegated by it to the president. Only in exceptional circumstances, however, is non-concurrence exercised, and the reasons for the action are communicated to the faculty.

## **5.2 The Joint Faculty Assembly**

The Faculty Senate is the body in which the faculty of the College of Saint Benedict and Saint John's University conduct their collective business.

### **5.2.1 Membership**

The voting members of the Joint Faculty Assembly are those faculty members of the College of Saint Benedict and Saint John's University who are:

- a. full-time tenured/tenure-track faculty (see Section 2.1.1.1),
- b. reduced-load tenured/tenure-track faculty (see Section 2.1.1.2), or
- c. full-time, term-appointment faculty (see Section 2.1.3.2).

The president of the college, the president of the university, the provost, and all other full-time, academic administrative staff are nonvoting, *ex officio* members. Other administrators and staff, other faculty members, and students may attend meetings and participate in discussions but do not enjoy voting rights, are not counted in the quorum, and may not introduce business.

### **5.2.2 Responsibilities**

The duties and responsibilities of the Joint Faculty Assembly are to:

- a. deliberate and act on behalf of the whole faculty on undergraduate curricular matters (including but not limited to admission and graduation requirements, the core curriculum, and additions and deletions of majors, minors, and programs);
- b. deliberate and act on behalf of the whole faculty on faculty welfare (including but not limited to issues of tenure, promotion, sabbaticals, faculty development, compensation, and working conditions);
- c. deliberate and act on behalf of the whole faculty on any other matters which are the concern or responsibility of the joint faculty; and
- d. create its own structure, procedures, and rules.

The Joint Faculty Assembly delegates to the Faculty Senate, which delegates to the standing committees the responsibilities which are detailed in the committee descriptions in Section 5.3.

### **5.2.3 Rules**

The following rules apply to Joint Faculty Assembly meetings:

- a. The Joint Faculty Assembly normally meets two times per semester (four times per year).
- b. Special meetings of the Joint Faculty Assembly may be called by the chair or in the chair's absence by the vice-chair. Special meetings may also be called by the petition of at least 10 percent of the voting members.
- c. For official action to occur at an Assembly meeting, e-mail notice of the time, place, and date of the meeting and its agenda must be sent to the members at least 48 hours before the meeting is scheduled to begin. Written notice will also be sent through campus mail to those who have requested it. Should an emergency occur that, in the view of the chair and vice-chair, necessitates immediate attention by the Joint Faculty Assembly, the requirements for 48-hour notice may be waived. The chair and vice-chair must make every reasonable attempt to notify all members of the Assembly of the time, place, and date of the emergency meeting. A quorum is still required to conduct official business.
- d. Prior to each regular meeting, Assembly members are to receive through e-mail, or through campus mail if they so request, the minutes of the previous meeting. Where questions to be discussed have been studied by committees, copies of reports prepared by those committees are to be distributed in the same fashion.
- e. The agenda for meetings of the Joint Faculty Assembly is set by the Executive Committee of the Senate which may receive requests for agenda items from the academic officers of the college and university, from the Faculty Senate, standing committees of the Joint Faculty Assembly, from *ad hoc* committees, and from voting members of the Assembly. An issue is automatically placed on the agenda by signed petition of 10 percent of the voting members of the Joint Faculty Assembly.
- f. New agenda items may also be proposed at any Joint Faculty Assembly meeting by any member. If at least 10 percent of those present and voting

support placing the item on the Assembly agenda, it will be added to the agenda for the next Assembly meeting. An item may be added to the agenda of the current meeting by a vote of two-thirds of those present and voting.

- g. One-fourth of the voting members of the Joint Faculty Assembly constitute a quorum for the purpose of conducting official business.
- h. Votes on motions before the Joint Faculty Assembly will normally occur at Assembly meetings. However, mail or electronic voting on a motion may be employed, if the Assembly, by a vote of two-thirds of those present and voting, approves either a separate motion or an incidental motion to employ mail or electronic voting methods. Such mail or electronic voting on a motion will be conducted and supervised by the Senate Executive Committee.
- i. Sturgis' *Standard Code of Parliamentary Procedures* is the parliamentary authority of the Joint Faculty Assembly, subject to any rules and procedures specified in Part V.
- j. Except as otherwise provided in Part II, any action taken by the Joint Faculty Assembly is reported to the provost, who is responsible for both securing any necessary approvals and reporting back to the Faculty Senate.
- k. Separate votes by the faculty of the college and by the faculty of the university at meetings of the Joint Faculty Assembly ordinarily occur only when required by contract. For purposes of such a vote, one-fourth of the voting members of the Joint Faculty Assembly under contract to the college or university, whichever pertains, constitute a quorum.

#### **5.2.4 Assemblies of the College and the University**

The faculties of the college and the university retain the right to form and meet in separate assemblies to conduct business which is peculiar to that faculty.

Unless otherwise provided for by the separate assembly, the chair or vice-chair of the Faculty Senate, whichever is under contract to the College of Saint Benedict, is *ex officio* chair of any assembly of the faculty of the college and vice-chair of any assembly of the faculty of the university, and the chair or vice-chair of the Joint Faculty Assembly, whichever is under contract to Saint John's University, is *ex officio* chair of any assembly of the faculty of the university and vice-chair of any assembly of the faculty of the college. Moreover, unless otherwise decided by the Saint John's University Faculty Assembly, the chair or vice-chair of the Joint Faculty Assembly, whichever is under contract to Saint John's University, is *ex officio* the assembly's

nominee for the position of voting faculty member of the Saint John's University Board of Trustees. Unless otherwise provided for by the separate assembly, the secretary and parliamentarian of the Joint Faculty Assembly are *ex officio* secretary and parliamentarian for meetings of the separate assemblies.

The secretary of the Joint Faculty Assembly is selected by the Executive Committee of the Senate. If the secretary is not a member of the faculty, then the secretary has no voting privileges. The responsibilities of the secretary are to take minutes at meetings of the Joint Faculty Assembly.

In the absence of the secretary from an assembly meeting, the presiding officer appoints a member of the assembly to serve as secretary for the duration of the meeting.

### **5.2.5 Joint Faculty Senate**

For the period June 1, 2008 to May 31, 2011, the Constitution of the Joint Faculty Senate, as adopted by the Joint Faculty Assembly on December 6, 2007, and subsequently amended by the JFA, is incorporated into Part V of the Faculty Handbook, as Section 5.4.

## **5.3 Officers**

The elected officers of the Joint Faculty Assembly are: the chair, the vice-chair, and the parliamentarian.

### **5.3.1 Chair of the Joint Faculty Assembly**

The chair of the Faculty Senate also presides over the Joint Faculty Assembly. The chair's duties as chair of the Senate are outlined in 5.4.5.2. The responsibilities of the chair to the Joint Faculty Assembly are to:

- a. convene and preside over assemblies of the College of Saint Benedict faculty and the Saint John's University faculty which occur within meetings of the Joint Faculty Assembly;
- b. report to the Joint Faculty Assembly appropriate matters from the college's [university's] Board of Trustees and Serve as chair of the Executive Committee of the Senate.

### **5.3.2 Vice-chair of the Joint Faculty Assembly**

The vice-chair of the Faculty Senate also presides over the Joint Faculty Assembly. The vice-chair's duties as vice-chair of the Senate are outlined in xxx. The

responsibilities of the vice-chair to the Joint Faculty Assembly are to:

- a. convene and preside over meetings of the Joint Faculty Assembly when the chair is absent;
- b. report to the Joint Faculty Assembly appropriate matters from the college's [university's] Board of Trustees;
- c. assist the chair as appropriate.

### **5.3.3 Parliamentarian**

The parliamentarian advises the presiding officer and all members of the Joint Faculty Assembly and serves as a consultant to the Executive Committee of the Senate regarding parliamentary procedure and will render a ruling in cases of parliamentary challenges. Rulings of the parliamentarian will be based upon, and may be challenged in accord with, the parliamentary authority specified in Section 5.1.3.

In the absence of the parliamentarian from an assembly meeting, the presiding officer appoints a member of the assembly to serve as parliamentarian for the duration of the meeting.

### **5.3.4 Rules for the Election of Officers and Terms of Office**

The following rules apply to the election of faculty officers and their terms of office:

- a. The term of office for officers begins during the last Faculty Senate meeting of the spring semester.
- b. The term of office for the chair and vice-chair of the Faculty Senate is one year.
- c. The vice-chair assumes the office of the chair for the academic year following an academic year of service as vice-chair. .
- d. Each year the Joint Faculty Assembly elects a new vice-chair. If the new chair is a member of the Saint John's University faculty, then the new vice-chair must be elected from the College of Saint Benedict faculty; if the new chair is a member of the College of Saint Benedict faculty, then the new vice-chair must be elected from the Saint John's University faculty.
- e. The parliamentarian is elected to three-year terms and must be a member of the Joint Faculty Assembly. The parliamentarian may be reelected.

### **5.3.5 Vacancies**

Should the office of chair of the Faculty Senate become vacant during the fall semester, the vice-chair of the Faculty Senate assumes the office of chair for the remainder of the outgoing chair's term. Should the office of chair of the Faculty Senate become vacant after the fall semester, the vice-chair of the Joint Faculty Assembly assumes the office of chair for the remainder of the outgoing chair's term and an additional one-year term.

Should the office of vice-chair of the Faculty Senate become vacant during the fall semester, the Faculty Senate arranges for the election of a new vice-chair from the appropriate faculty who assumes office immediately upon election, serves for the remainder of the term, and succeeds to the office of chair as usual. Should the office of vice-chair of the Faculty Senate become vacant after the fall semester, the Faculty Senate may, at its discretion, either appoint a new vice-chair from the appropriate faculty to serve until the next regular election or arrange for the election of a new vice-chair from the appropriate faculty who assumes office immediately upon election, serves for the remainder of the vice-chair's term, and succeeds to the office of chair as usual.

Should the office of parliamentarian become vacant before the end of the term, the Faculty Senate may, at its discretion, either appoint a new officer to serve until the next regular election or arrange for the election of a new officer who assumes office immediately upon election and serves for the remainder of the term.

### **5.4 Standing Faculty Committees**

The standing faculty committees of the college and university actively participate in the governance of the college and university as specified in this section and Part I. The standing committees report to the Joint Faculty Assembly, except that campus-specific standing committees report to the appropriate assembly for that campus. The standing faculty committees are:

- a. Academic Policies, Standards, and Assessment Committee (APSAC) (Section 5.3.1)  
Assessment Subcommittee (Section 5.3.1.3)
- b. The Common Curriculum Committee (CCC) (Section 5.3.3)
- c. The Academic Curriculum Committee (ACC) (Section 5.3.4) Education Abroad Curriculum Committee (Section 5.3.4.3)



- d. Academic Planning and Budget Committee (APBC) (Section 5.3.5)
- e. Faculty Development and Research Committee (FDRC)(Section 5.3.6)
- f. College of Saint Benedict Rank and Tenure Committee (Section 5.3.7)
- g. Saint John's University Rank and Tenure Committee (Section 5.3.8)
- h. Faculty Handbook and Elections Committee (FHEC) (Section 5.3.9)
- i. Faculty Compensation and Benefits Committee (FCBC) (Section 5.3.10)
- j. Graduate Theological Studies Committee (GTSC) (Section 5.3.11)

#### **5.3.1.1 General Procedures for Standing Faculty Committees**

- a. Faculty service on a standing faculty committee or as an officer of the faculty is an integral part of a faculty member's responsibility.
- b. Voting for joint standing committees is by the joint faculty, including those positions which are designated as College of Saint Benedict or Saint John's University representatives. Voting for campus-specific committees is by members of the corresponding faculty only.
- c. Voting for division and School of Theology representatives will be done solely by members of that division or the School. When there is a designated School of Theology representative on a committee, School of Theology faculty members vote only for the School of Theology representative. When there is no designated School of Theology representative on a committee, faculty members of the School of Theology will vote with the Humanities Division, except that faculty members of the School of Theology who hold a joint appointment in a department outside the Humanities Division will vote with the division with which that department is associated.

For the purpose of elections to standing committees, departments will be associated with divisions as follows:

- **Fine Arts Division**—Art, Music, Theater;
- **Humanities Division**—Communication, English, History, Modern

and Classical Languages, Hispanic Studies, Philosophy, Theology;

- **Natural Science Division**—Astronomy, Biology, Chemistry, Computer Science, Geology, Mathematics, Nursing, Nutrition, Physics;
  - **Social Science Division**—Accounting and Finance, Economics, Education, Management, Military Science, Peace Studies, Physical Education, Political Science, Psychology, Social Work, and Sociology.
- d. The Faculty Handbook and Elections Committee (FHEC) or a designated Subcommittee supervises the elections of faculty members to standing committees and to faculty offices. Elections are normally held during spring semester. Ballot nominations from the FHEC will be presented to the Joint Faculty Assembly, permitting nomination from the floor. Elections shall be conducted by electronic ballot, with confidentiality of ballots ensured by the FHEC. In the case of election ties, the FHEC may, at its discretion, rerun the election or toss a coin to determine the winner.
- e. Should a vacancy occur among the elected members of a committee, the Senate Executive Committee appoints a new member to serve the remainder of the academic year. Election to complete the remainder of the term will take place at the next scheduled election. Terms of office start during the last committee meeting of the spring semester but not earlier than four weeks before the last day of final examinations.
- f. If the elected members of a committee are to serve multiple-year terms, the terms are staggered to insure continuity.
- g. An *ex officio* member of a committee is one who becomes a member by virtue of an office held. Consultant members, including student representatives, are appointed to assist the deliberations of the committee and to facilitate communication to appropriate offices, administrative areas and student governments. Such members have the same rights and responsibilities as do other members of the committee with the exception of voting rights, which are stipulated below.
- h. Only elected, appointed or ex-officio faculty members of standing committees vote on matters before the committee. Ex-officio administrative members and consultants are not voting members of standing faculty committees or subcommittees.
- i. Each newly constituted standing committee and subcommittee meets in the

spring to elect its chair and begin its work for the coming year. Unless otherwise noted, the chair of the committee is to be chosen from the tenured faculty members of the committee. Subcommittees may be chaired by non-tenured faculty members.

- j. All faculty members, administrative officers, and students of the college and university are welcome to attend standing committee meetings, except portions of meetings designated by the committee as executive session. Any business pertaining to institutional policies and procedures is considered to be non-confidential and may not be discussed in executive session; any business which reviews, evaluates, or proposes action pertaining to a particular faculty member, student, group of individual faculty members, or group of individual students is considered confidential and must be discussed in executive session.

#### **5.3.1.2 Committee Chairs**

Each standing committee has a chair. The responsibilities of the chair are to:

- a. report proposals and requests of the committee to the proper channels;
- b. respond to proposals and requests on behalf of the committee;
- c. establish the agenda for committee meetings and notify faculty and administration of the times of meetings;
- d. oversee the maintenance of minutes and records, report non-confidential portions of the minutes as specified by the Faculty Senate, and make them available to the faculty, the vice provost, the academic dean, the provost, and presidents of the College/University;
- e. submit an annual report to the Faculty Senate;
- f. communicate regularly with other chairs when there are matters of shared concern before the committee;
- g. transmit recommendations on changes in policy and procedure to the Faculty Senate; and
- h. periodically summarize the committee's non-confidential activities for the appropriate assembly.

### **5.3.1 Academic Policies, Standards, and Assessment Committee (APSAC)**

The Academic Policies, Standards, and Assessment Committee oversees the quality and functioning of the entire undergraduate academic program and formulates guidelines for achieving and maintaining integrity and excellence in academic programs.

#### **5.3.1.1 Composition**

The members of the Academic Policies, Standards, and Assessment Committee are:

- a. seven faculty members, elected to three-year terms—one elected from each of the four academic divisions and three elected at large. At least four of the faculty members must be tenured.

Ex-officio administrative members are:

- b. the provost or a delegate appointed by the provost, and
- c. the academic dean. Consultants are:
- d. The Registrar, the Director of Academic Advising, the Director of the Libraries, and a representative of Information Technology Services, and,
- e. two students, one from each college, appointed by their respective student governments.

#### **5.3.1.2 Responsibilities**

The duties and responsibilities of the Academic Policies, Standards, and Assessment Committee are to follow.

- a. The general duties of the Committee are to:
  1. formulate guidelines for achieving and maintaining integrity and excellence in academic programs;
  2. oversee the quality and functioning of the entire undergraduate academic program;
  3. from the faculty at large, identify and appoint one faculty representative to the College of Saint Benedict Admissions Committee, one faculty representative to the Saint John's University Admissions Committee, and two faculty representatives to the Calendar Committee, reasonable efforts

- being made to ensure that faculty representatives to the Calendar Committee will be housed in separate academic divisions;
4. obtain relevant external and internal information needed for planning or making recommendations;
  5. communicate to Academic Planning and Budget Committee regarding budget and resource needs based on academic planning and priorities as they relate to the curriculum;
  6. communicate with the appropriate faculty committees as deemed necessary; and
  7. initiate whatever action is necessary to fulfill its duties and responsibilities.
- b. The Committee's duties on Academic Policies are to:
1. review, prioritize, and recommend revisions to the learning goals and objectives of the colleges, when requested by the Faculty Senate;
  2. review, when requested by the Faculty Senate, the relationship between curricular, co-curricular, and extra-curricular learning in order to maintain excellence in academic programming;
  3. report recommended policy changes to the Faculty Senate at least annually; and
  4. review Strategic Priority Initiative proposals involving the academic area and forward recommendations to the provost.
- c. The Committee's duties on Academic Standards are to:
1. create, periodically review, and revise academic policies that relate to the Registrar, library, media, calendar;
  2. address policies on other academic matters not specifically assigned to other standing committees;
  3. establish, periodically review, and revise -- in cooperation with the Offices of Admissions and Academic Advising -- academic standards for admission, academic probation and dismissal, and graduation.
- d. The Committee reports annually to the Faculty Senate on the aggregate findings of program assessment and review, and when appropriate, recommends action.
- e. The Committee provides consultation to institutional accreditation self-study teams.

### **5.3.1.3 Assessment Subcommittee**

The Assessment Subcommittee oversees the assessment of learning in departments and programs. Its purpose is to ensure high quality academic experiences so that students may achieve institutional and departmental learning goals.

#### **5.3.1.3.1 Composition**

The members of the Assessment Subcommittee are:

- a. four faculty members, appointed by the Academic Policies, Standards, and Assessment Committee to three-year terms — one from each of the four academic divisions.

Ex-officio administrative members are:

- b. the provost or a delegate appointed by the provost. and
- c. the academic dean.

Consultants are:

- d. two students, one from each college, appointed by their respective student governments, and
- e. the Director of Academic Assessment.

#### **5.3.1.3.2 Responsibilities**

The duties and responsibilities of the Assessment Subcommittee are to:

1. establish, review, and revise policies and procedures related to the periodic review of departments and programs for assessment that are congruent with institutional missions and external accreditation requirements;
2. provide timely information to the faculty regarding assessment policies and procedures, accreditation guidelines, and developments in the field of assessment;
3. propose and review institutional academic assessment initiatives;
4. review changes in or updates to departmental and program mission statements, goals, and assessment plans;
5. monitor departmental and program assessment findings and reviews to assure that policies and standards are being followed;

6. create and revise policies regarding the assessment of Common Curriculum courses and programs;
7. create and revise policies regarding the collection of long term data concerning the Common Curriculum and student learning within the Common Curriculum; and
8. report findings and recommendations to the Academic, Policies, Standards, and Assessment Committee.

### **5.3.2 The Curriculum Committee (CC)**

The Common Curriculum Committee oversees the quality and functioning of the curriculum, including the Common Curriculum.

#### **5.3.2.1 Composition**

The members of the Common Curriculum Committee are:

- a. five faculty, elected to three-year terms—one elected from each of the four academic divisions and one elected at large. At least two of the faculty members must be tenured. Ex-officio administrative members are;
- b. the Academic Dean;
- c. the Registrar, the Director of Academic Advising, the Director of the Libraries;
- d. two students, one from Saint John's University and one from the College of Saint Benedict, appointed by their respective student governments, and
- e. the Assistant Dean;
- f. In addition, when deemed appropriate by the Common Curriculum Committee Chair, other faculty members who are charged with administration of the Common Curriculum may serve as consultants.

#### **5.3.3.2 Responsibilities**

The duties and responsibilities of the Common Curriculum Committee are to:

- a. oversee the ongoing development of the Common Curriculum;
- b. create, review, and revise policies relating to the Common Curriculum;

- c. review and act on proposals for Common Curriculum designations;
- d. review and act on proposals for new courses **that are also** applying for Common Curriculum designations;
- e. propose revisions in the Common Curriculum to the Faculty Senate;
- f. communicate with the appropriate faculty committees as deemed necessary; and
- g. initiate whatever action is necessary to fulfill its duties and responsibilities.

### **5.3.3 The Common Curriculum Committee (CCC)**

The Common Curriculum Committee oversees the quality and functioning of the Common Curriculum.

#### **5.3.3.1 Composition**

The members of the Common Curriculum Committee are:

- a. five faculty, elected to three-year terms—one elected from each of the four academic divisions and one elected at large. At least two of the faculty members must be tenured.

Ex-officio administrative members are:

- b. the Academic Dean;
- c. the Registrar, the Director of Academic Advising, the Director of the Libraries;
- d. two students, one from Saint John's University and one from the College of Saint Benedict, appointed by their respective student governments, and
- e. the Assistant Dean.
- f. In addition, when deemed appropriate by the Common Curriculum Committee Chair, other faculty members who are charged with administration of the Common Curriculum may serve as consultants.

#### **5.3.3.2 Responsibilities**

The duties and responsibilities of the Common Curriculum Committee are to:



- a. oversee the ongoing development of the Common Curriculum;
- b. create, review, and revise policies relating to the Common Curriculum;
- c. review and act on proposals for Common Curriculum designations;
- d. review and act on proposals for new courses **that are also** applying for Common Curriculum designations;
- e. propose revisions in the Common Curriculum to the Joint Faculty Senate;
- f. communicate with the appropriate faculty committees as deemed necessary; and
- g. initiate whatever action is necessary to fulfill its duties and responsibilities.

#### **5.3.4 The Academic Curriculum Committee (ACC)**

The Academic Curriculum Committee oversees the quality and functioning of the academic curricula of majors, minors, and programs, and any other credit bearing opportunities other than areas relating to the Common Curriculum.

##### **5.3.4.1 Composition**

The members of the Academic Curriculum Committee are:

- a. five faculty, elected to three-year terms—one elected from each of the four academic divisions and one elected at large. At least two of the faculty members must be tenured.

Ex-officio administrative members are:

- b. the Academic Dean.
- c. the Registrar, the Director of Academic Advising, the Director of the Libraries,
- d. two students, one from Saint John's University and one from the College of Saint Benedict, appointed by their respective student governments, and
- e. in addition, when deemed appropriate by the Committee Chair, other faculty members who are charged with administration of programs and curriculum may serve as consultants.

##### **5.3.4.2 Responsibilities**

The duties and responsibilities of the Academic Curriculum Committee are to:

- a. oversee the ongoing development of the academic curriculum;
- b. create, review, and revise policies relating to the academic curriculum;
- c. review and act on proposals for new courses (except those that would carry a common curriculum designation);
- d. review and act on proposals for revisions in majors, minors, and programs;
- e. recommend to the Faculty Senate the addition or deletion of majors, minors, and programs;
- f. communicate with the appropriate faculty committees as deemed necessary; and
- g. initiate whatever action is necessary to fulfill its duties and responsibilities.

Due to the addition of the Academic Curriculum Committee, the following sections of the Handbook will need to be renumbered as indicated.

### **5.3.4.3 Education Abroad Curriculum Subcommittee**

The Education Abroad Curriculum Subcommittee oversees curriculum taught through the Office for Education Abroad semester programs.

#### **5.3.4.3.1 Composition**

The members of the Education Abroad Curriculum Subcommittee are:

- a. three faculty members, appointed by the Curriculum Committee from the faculty at large to staggered three-year terms. Experience teaching abroad is not a prerequisite for committee membership but is a desired quality.

Consultants are:

- b. the Director of the Common Curriculum,
- c. the Academic Dean or a delegate appointed by the Academic Dean,
- d. the Registrar or a delegate appointed by the Registrar, and
- e. the Director of the Office for Education Abroad

#### **5.3.4.3.2 Responsibilities**

The duties and responsibilities of the Education Abroad Curriculum Subcommittee are to:

- a. evaluate course proposals submitted for Intercultural and Experiential Common Curriculum designations, specifically for COLG 385; and
- b. report findings and recommendations to the Curriculum Committee.

These recommendations will be considered by the Curriculum Committee as a consent agenda.

#### **5.3.5 Academic Planning and Budget Committee (APBC)**

The Academic Planning and Budget Committee represents the faculty in the joint institutional strategic planning process and advises the provost on matters of budgeting and long-range programmatic, fiscal, and personnel planning for the academic areas. Although the committee regularly considers those matters referred to it by the provost, it may also respond to charges given it by the Faculty Senate and may initiate its own studies. The committee is charged with seeing that curricular planning meets the institutional missions and visions of the College and University.

##### **5.3.5.1 Composition**

The members of the Academic Planning and Budget Committee are:

- a. seven faculty members, elected to three-year terms—one faculty member from each of the four academic divisions, and three faculty members elected at-large. At least three of the faculty members must be tenured.

Ex-officio administrative members are:

- b. the provost or a delegate appointed by the provost, and
- c. the Academic Dean.

Consultants are:

- d. the Dean of the School of Theology,
- e. the Associate Dean,
- f. the Academic Budget Analyst, and

- g. the Vice President for Enrollment, Planning, and Public Affairs.

### **5.3.5.2 Responsibilities**

The duties and responsibilities of the Academic Planning and Budget Committee are to:

- a. advise the provost on policies and priorities concerning college and university revenue and expenditures;
- b. assist the provost in the yearly ranking of academic priorities;
- c. advise the provost concerning budgetary adjustments;
- d. assist in the preparation of long-range fiscal plans for the academic area;
- e. communicate with the appropriate faculty committees as deemed necessary;
- f. participate in all phases of the development and execution of the institutional strategic planning process
- g. consult with the provost concerning the need for academic program reduction, impaction, merger, and closure, according to Section 2.14.4.1;
- h. recommend Faculty Senate action on provost recommendations for academic program reduction, impaction, merger, and closure, according to Section 2.14.4.3.

### **5.3.6 Faculty Development and Research Committee (FDRC)**

The Faculty Development and Research Committee develops guidelines and implements policies, procedures, and programs which will enhance the personal, professional, and instructional development of the faculty, and it recommends institutional changes and improvements necessary to accomplish these goals.

#### **5.3.6.1 Composition**

The members of the Faculty Development and Research Committee are:

- a. seven faculty members, elected to three-year terms — one elected from each of the four academic divisions, one elected from the School of Theology, and two elected at large. At least three faculty members must be tenured.

Ex-officio administrative members are:

- b. either the provost, a delegate appointed by the provost or the vice provost.

### **5.3.6.2 Responsibilities**

The duties and responsibilities of the Faculty Development and Research Committee are to:

- a. administer faculty development funding by:
  - 1. establishing criteria for funding
  - 2. receiving funding requests from individual faculty members and departments for professional development projects,
  - 3. making recommendations to the provost regarding distributing funds to individuals and departments,
  - 4. receiving copies of project reports funded through the committee and forwarding evaluations to the provost, and
  - 5. maintaining records on projects funded through the committee;
- b. oversee general professional development for faculty by:
  - 1. reviewing and ranking sabbatical leave proposals,
  - 2. reviewing requests for leaves and reduced teaching load associated with professional development and activities along with the recommendations of the chair of the department or head of the program in question, and
  - 3. soliciting nominations for annual teaching awards and overseeing the selection of the recipients;
- c. recommend institutional changes and improvements necessary to accomplish these goals;
- d. recommend institutional changes and improvements necessary to support faculty research and development;
- e. communicate with the appropriate faculty committees as deemed necessary; and
- f. initiate whatever action is necessary to fulfill its duties and responsibilities.

The Chair of the Committee will meet with the Institutional Advancement Offices at least once a year to talk about funding needs of faculty and to discuss long-range planning for faculty development. The Chair also serves as liaison with the provost to

help meet institutional needs through professional development projects.

### **5.3.7 College of Saint Benedict Rank and Tenure Committee**

According to the schedule and guidelines in Sections 2.1, 2.5, 2.6 and 2.7, the College of Saint Benedict Rank and Tenure Committee regularly reviews the progress of the College of Saint Benedict faculty with regard to their professional growth and their fulfillment of the obligations of faculty appointments. The committee makes recommendations to the provost concerning advancement to tenure and promotion in rank as set forth in Section 2.7, "Promotion Policies and Procedures."

#### **5.3.7.1 Composition**

The members of the College of Saint Benedict Rank and Tenure Committee are:

- a. seven faculty members, elected to three-year terms — one from the Fine Arts or Humanities Division, one from the Natural Science Division, one from the Social Science Division, and four elected at large.
- b. Ex-officio administrative members are: the vice provost.

The faculty members must be tenured College of Saint Benedict faculty, with not more than two from any one department. Department chairs do not serve on the committee during a year when a member of their department is to be reviewed.

#### **5.3.7.2 Responsibilities**

The duties and responsibilities of the Rank and Tenure Committee are to:

- a. receive data related to questions of rank, promotion, and tenure in order to assist the provost, in consultation with the vice provost and the appropriate department chair, in determining when faculty members are eligible to apply for third-year review, tenure review, and promotion (see Sections 2.6.1, 2.6.3 and 2.7.1)
- b. carry out all reviews according to the process and procedures described in Sections 2.5, 2.6, and 2.7;
- c. review and recommend changes in the criteria for evaluating both the professional performance and the institutional needs governing reviews, tenure, and promotion to the Faculty Handbook and Elections Committee;
- d. develop and follow a process of faculty review that is humane and practical and which promotes faculty development and growth;
- e. advise the President on cases of suspension of faculty in accordance with procedures in Section 2.13.6.5;
- f. communicate with the appropriate faculty committees as deemed necessary; and

- g. initiate whatever action is necessary to fulfill its duties and responsibilities.

### **5.3.8 Saint John's University Rank and Tenure Committee**

According to the schedule and guidelines in Sections 2.1, 2.5, 2.6 and 2.7, the Saint John's University Rank and Tenure Committee regularly reviews the progress of the Saint John's University faculty with regard to their professional growth and their fulfillment of the obligations of faculty appointments. The committee makes recommendations to the provost concerning advancement to tenure and promotion in rank as set forth in Section 2.7, "Promotion Policies and Procedures."

#### **5.3.8.1 Composition**

The members of the Saint John's University Rank and Tenure Committee are:

- a. seven faculty members, elected to three-year terms — one from the Fine Arts or Humanities Division, one from the Natural Science Division, one from the Social Science Division, one from the School of Theology, and three elected at large.
- b. Ex-officio administrative members are: the vice provost.

The faculty members must be tenured College of Saint Benedict faculty, with not more than two from any one department. Department chairs do not serve on the committee during a year when a member of their department is to be reviewed.

#### **5.3.8.2 Responsibilities**

The duties and responsibilities of the Rank and Tenure Committee are to:

- a. receive data related to questions of rank, promotion, and tenure in order to assist the provost, in consultation with the vice provost and the appropriate department chair, in determining when faculty members are eligible to apply for third-year review, tenure review, and promotion (see Sections 2.6.1, 2.6.3 and 2.7.1)
- b. carry out all reviews according to the process and procedures described in Sections 2.5, 2.6, and 2.7;
- c. review and recommend changes in the criteria for evaluating both the professional performance and the institutional needs governing reviews, tenure, and promotion to the Faculty Handbook and Elections Committee;
- d. develop and follow a process of faculty review that is humane and practical

- and which promotes faculty development and growth;
- e. advise the President on cases of suspension of faculty in accordance with procedures in Section 2.13.6.5;
- f. communicate with the appropriate faculty committees as deemed necessary; and
- g. initiate whatever action is necessary to fulfill its duties and responsibilities.

### **5.3.9 Faculty Handbook and Elections Committee (FHEC)**

The Faculty Handbook and Elections Committee acts as a resource to faculty members concerning Faculty Handbook policies, coordinates faculty deliberations concerning amendments to the Faculty Handbook, and oversees the elections and grievance processes.

#### **5.3.9.1 Composition**

The members of the Faculty Handbook and Elections Committee are:

- a. seven faculty members elected at large. At least four of the faculty members must be tenured.

Ex-officio administrative members are:

- b. the provost or a delegate appointed by the provost.

#### **5.3.9.2 Responsibilities**

The duties and responsibilities of the Faculty Handbook and Elections Committee are to:

- a. initiate or receive proposals for amending or revising the Faculty Handbook as described in Section 2.16;
- b. process proposed Faculty Handbook changes through the Faculty Senate and the provost, who will notify the Presidents of the College/University and secure acceptance, rejection, or proposed amendments to the proposals in accordance with the procedures described in Section 2.16.3;
- c. petition for emergency changes in the Faculty Handbook by following procedures in Section 2.16.4;
- d. assist in the interpretation of particular passages in the Faculty Handbook;



- e. initiate or receive charges of Faculty Handbook violations, and when necessary, implement procedures for action, including filing a grievance according to procedures in Section 4.1. When the Faculty Handbook and Elections Committee initiates a grievance, the Senate Executive Committee shall perform all of the functions normally assigned to the Faculty Handbook and Elections Committee under the grievance procedure, including ruling on whether the alleged violation is grievable and appointing the ad hoc grievance committee.
- f. oversee the preliminary steps of each grievance as described in Section 4.1.5 (except when the Faculty Handbook and Elections Committee is a party to the grievance) and report annually to the Faculty Senate about all faculty grievances filed, as described in Section 4.1.10 11.2;
- g. act as an oversight committee for Faculty Handbook issues;
- h. establish faculty committee membership of standing and ad hoc committees by:
  1. maintaining an up-to-date record of committee membership;
  2. surveying faculty to learn on which committees individual members prefer to serve;
  3. scheduling and supervising faculty elections;
  4. provides information on faculty members eligible for appointment by the Senate Executive Committee as faculty representatives to the designated committees of the SJU Board of Trustees and the CSB Board of Trustees;
  5. consulting with the administration on the appointment of faculty members to administrative committees.
- i. communicate with the appropriate faculty committees as deemed necessary; and
- j. initiate whatever action is necessary to fulfill its duties and responsibilities.

### **5.3.10 Faculty Compensation and Benefits Committee**

The Faculty Compensation and Benefits Committee formulates recommendations on compensation issues. The committee serves in an advisory capacity to the provost in the budgeting process as it relates to compensation.

### **5.3.10.1 Composition**

The members of the Faculty Compensation Committee are:

- a. seven faculty members. At least four of the faculty members must be tenured.

Ex-officio administrative members are:

- b. the provost or a delegate appointed by the provost.

Consultants are:

- c. the vice provost
- d. the senior budget analyst.

### **5.3.10.2 Responsibilities**

The duties and responsibilities of the Faculty Compensation and Benefits Committee are to:

- a. conduct an open meeting with the faculty to elicit salary and fringe benefit concerns;
- b. negotiate with the appropriate administrative officers and committees regarding faculty compensation;
- c. appoint representatives to serve on the Joint Benefits Committee;
- d. review the fringe benefit package annually and recommend changes in fringe benefits to the Joint Faculty Assembly and the appropriate administrative officers and committees;
- e. make recommendations for faculty compensation annually to the Academic Planning and Budget Committee, to the Faculty Senate, the Joint Faculty Assembly, and to the administration;
- f. recommend a method for distribution of the compensation package to the Faculty Senate each year;
- g. make recommendations to the provost on individual equity adjustments annually;

- h. review policies governing medical leaves and advise the provost on such policies;
- i. review and recommend policies regarding early or partial retirement programs, in consultation with the Faculty Development and Research Committee;
- j. communicate with the appropriate faculty committees as deemed necessary; and
- k. initiate whatever action is necessary to fulfill its duties and responsibilities.

### **5.3.11 Graduate Theological Studies Committee**

The Graduate Theological Studies Committee, in collaboration with the faculty of the School of Theology, reports to the Dean of the School of Theology, who receives from them recommendations on academic matters for the School of Theology and, in turn, reports to the provost.

#### **5.3.11.1 Composition**

The members of the Graduate Theological Studies Committee are five or six voting members: three faculty members from the School of Theology elected to three-year terms, the Dean of the School of Theology and/or a delegate appointed by the Dean, and a student elected by the School of Theology student government.

#### **5.3.11.2 Responsibilities**

The duties and responsibilities of the Graduate Theological Studies Committee are to:

- a. review educational aims, objectives, and programs of the School of Theology-Seminary, propose changes to the School of Theology faculty and submit those changes to the provost;
- b. develop academic priorities in light of the educational aims and objectives of the School of Theology-Seminary;
- c. review and establish guidelines and procedures for granting academic credit for courses and submit them to the provost;
- d. review and act on proposals for new courses in the School of Theology curriculum;
- e. review and recommend to the School of Theology faculty all proposed

- changes in degree requirements;
- f. review and make recommendations on policies regarding student academic standards, admissions, attrition, retention, academic probation, and dismissal;
- g. formulate policies regarding grade changes and waivers;
- h. hear appeals on charges of student plagiarism, academic probation, and dismissal;
- i. review policies and procedures and make recommendations concerning student academic advising;
- j. review policies and procedures and make recommendations concerning library services;
- k. review and evaluate policies and procedures for transcript evaluation, credit by examination, and credit for experiential learning;
- l. recommend means of improving the study atmosphere and learning environment of the School of Theology-Seminary;
- m. review forms and procedures of student evaluation of courses and recommend changes to the School of Theology faculty;
- n. act as a faculty advisory committee to the Dean of the School of Theology;
- o. communicate with the appropriate faculty committees as deemed necessary; and
- p. initiate whatever action is necessary to fulfill its duties and responsibilities.

## **5.4 Constitution of the Joint Faculty Senate**

For the period June 1, 2008 to May 31, 2011, the Constitution of the Joint Faculty Senate, as adopted by the Joint Faculty Assembly on December 6, 2007, and subsequently amended by the JFA, is incorporated into Part V of the Faculty Handbook, as Section 5.4.

### **5.4.1 Preamble**

Augmentation of the JOINT FACULTY ASSEMBLY with a FACULTY SENATE is guided by principles that a legitimate faculty governance structure must promote and

protect. These principles are:

- a. The faculty governance structure must be compatible with the protection of individual faculty rights.
- b. The faculty governance structure should enhance the collective voice of the faculty in decisions related to academic policy and practice.
- c. The faculty governance structure should contribute to collective faculty decision- making that is timely, effective, and well informed.
- d. The faculty governance structure should represent the entire faculty fairly.

## **5.4.2 Senate Mission and JFA Authority**

### **5.4.2.1 Senate Mission and Authority**

The Joint Faculty Assembly delegates to the Faculty Senate responsibility to represent the collective faculty of the College of Saint Benedict and Saint John's University. The Faculty Senate is charged to deliberate and make decisions on matters related to the academic policies and programs, faculty rights and responsibilities, and the general academic environment of the institutions. The Faculty Senate communicates and consults with faculty, administration staff, and the Boards in formulating, developing, and implementing the CSB/SJU educational mission.

### **5.4.2.2 Joint Faculty Assembly (JFA)**

Pursuant to the *CSB/SJU Faculty Handbook*, Section 5.1, "The Joint Faculty Assembly is the body in which the faculty of the College of Saint Benedict and Saint John's University conduct their collective business." The JFA is not replaced by the Faculty Senate. By means of JFA approval of this Faculty Senate Constitution, the JFA membership delegates authority to the Faculty Senate to make decisions in accordance with provisions contained herein and in the *Handbook*.

- a. The JFA elects representatives to the Faculty Senate according to the procedures specified in Section 5.4.3 below. Eligibility of faculty to vote is described in Section 5.1.1 of the *CSB/SJU Faculty Handbook*. Faculty members holding a dual appointment in both the Department of Theology and the School of Theology are entitled to vote for both the Humanities & DOT Division Senator and the School of Theology Senator.
- b. The JFA elects the Chair and Vice-Chair according to procedures specified in Section 5.4.5 below. The Chair and Vice Chair of the JFA also serve as the Chair and Vice Chair of the Joint Faculty Senate, respectively.

- c. The JFA elects membership to standing committees, pursuant to the *CSB/SJU Faculty Handbook*, Section 5.3. The current structure and duties of the other standing committees are unchanged in this document, except that committees shall report and make recommendations to the Faculty Senate Executive Committee (see Section 5.4.6 below).
- d. The JFA retains authority to call an official meeting of the full Assembly according to the following procedure:
  - 1. A **petition** is submitted to the Senate Executive Committee. The petition must specify the agenda and be signed by 20% of the faculty members eligible to vote
  - 2. In response to receipt of a valid petition, and no later than 15 business days following the petition, the Senate Executive Committee calls an **official meeting** of the Joint Faculty Assembly with the agenda specified in the petition.
- e. The JFA retains authority to reverse a Faculty Senate decision according to the following procedure:
  - 1. A **petition** specifying the Senate decision to be reconsidered is signed by 20% of the faculty members eligible to vote and submitted to the Senate Executive Committee to call an official meeting of the Joint Faculty Assembly. The petition must be submitted to the Senate Executive Committee no later than 60 days following announcement of the decision to be reconsidered.
  - 2. At an **official meeting of the JFA** to reconsider the issue, motions may be made to reverse the Senate decision and/or to alter the Senate decision by means of a substitute motion. Both types of motions are subject to debate at the JFA meeting. A motion to alter a Senate decision may be itself amended at the JFA meeting.
  - 3. Final vote on motions to reverse, and on motions to alter by means of a substitute motion, must be taken in electronic ballot of the entire faculty. A majority of those voting in an electronic ballot is required to reverse or alter a Senate decision.
- f. The JFA retains authority to amend or abolish the provisions of this Faculty Senate Constitution.
  - 1. **Proposal.** An amendment may be proposed by either a majority vote of the Senate or by a petition signed by one-fourth of the faculty.

2. **Ratification.** Amendments are submitted to the JFA for electronic voting and ratified by a simple majority of the faculty voting.
- g. The faculties of the college and the university, through the JFA, retain authority under Faculty Handbook Sections 2.16 and 5.1.3.k for any revisions to be made to Section 2 of the Faculty Handbook. The Senate may deliberate and make recommendations on such matters.

### **5.4.3 Senate Representation and Election**

#### **5.4.3.1 Election of Senators**

- a. Eligibility of faculty to vote is described in Section 5.1.1 of the *CSB/SJU Faculty Handbook* and shall apply to Senate elections.
- b. All tenured/tenure-track faculty (see *Handbook*, Section 5.1.1) are eligible for election to the Faculty Senate.
- c. Full-time administrators with faculty status may not vote in Senate elections and are not eligible for election to the Senate during their terms as administrators.
- d. The election of Senators is managed by the Faculty Handbook and Elections Committee in a two-stage election process. The two stages are described below in items (5) and (6).
  1. Nominations from the faculty are solicited by the committee, and the procedures described in the *CSB/SJU Faculty Handbook*, Section 5.3.0.1.d are followed, adapted as necessary to fit the provisions in this section.
  2. For each stage of the elections, nominations are announced by the committee electronically to the members of the Joint Faculty Assembly one week in advance of the election to permit additional nominations to be submitted to the committee, confirmed with nominees, and included in the election ballot.
  3. It is the responsibility of the Faculty Handbook and Elections Committee to ensure that elections are contested and, to the extent possible, to ensure that the slate is constructed so that some balance of rank and campus is assured.

4. To the extent possible, terms of service are staggered such that one-half of Senators are elected in each academic year.
5. The **first stage** is the election of Senators by division, conducted electronically, and apportioned as described below in Section 5.4.3.4. The first stage also includes election of the Vice-Chair according to provisions in Section 5.4.5.1 below by the voting membership of the entire Joint Faculty Assembly.
6. During the **second stage**, the Faculty Handbook and Elections Committee, is charged with presenting a slate for at-large members, balanced as they see fit by rank and campus of appointment and submitted for electronic vote by the membership of the entire Joint Faculty Assembly.

**5.4.3.2 Non-voting Representatives**

- a. The president of the college, the president of the university, the provost, the vice provost, the academic dean and a representative from the Library are non-voting ex-officio members of the Joint Faculty Senate.
- b. Only elected Faculty Senate members have voting rights in the Senate.

**5.4.3.3 Size of Senate**

The Faculty Senate consists of 23 voting members, including the chair and vice-chair.

**5.4.3.4 Representation Distribution**

- a. **Divisions:** Eleven Senators are elected by division. In 2008, the allocation of Senators by division is:

Humanities excluding SOT (85) . . .	3
Natural Sciences (80).....	3
Social Sciences (81) .....	3
Fine Arts (29) .....	1
School of Theology (18) .....	1

[The apportionment of the eleven divisional Senators is determined by the ratio of the number of faculty per division to the total JFA membership, multiplied by eleven. Each division is guaranteed representation by a minimum of one senator. Based on this formula, apportionment of seats to each division will be reexamined every two



years.]

Note: The School of Theology representative will not be eligible to vote on matters related to the undergraduate curriculum. Faculty with contracts in both the School of Theology and an undergraduate division will be eligible to vote for senators representing both the School of Theology and the undergraduate division.

- b. **At-large:** Twelve senators, including the vice-chair, are elected at large by a vote of the joint faculty.

#### **5.4.3.5 Length of Term**

- a. Senators serve a term of two years.
- b. The Vice-Chair serves for one year, followed by service as Chair for one year.
- c. Senators must resign from office in case of extended absence.

#### **5.4.3.6 Removal from Office**

A Senator who misses any three meetings in a semester or any five meetings in an academic year, must forfeit his/her Senate membership.

#### **5.4.3.7 Vacancies**

- a. Senate vacancies are filled by election from the appropriate constituency within 60 calendar days of the vacancy. [Refer to Section 5.4.3.4 above defining "Representation Distributions."]
- b. The Senator elected to fill a vacant position shall serve for the remainder of the term.

### **5.4.4 Senate Duties, Responsibilities**

#### **5.4.4.1 Duties, Responsibilities of Faculty Senate**

- a. Deliberate and act on behalf of the collective faculty on undergraduate curricular matters, including but not limited to admission and graduation requirements; the core curriculum; additions and deletions of majors, minors, and programs; and other academic policies, except for the School of Theology representative, who will not be eligible to vote on matters related exclusively to the undergraduate curriculum.
- b. Deliberate and act on behalf of the collective faculty on faculty welfare

policies, including but not limited to issues of tenure, promotion, sabbaticals, faculty development, compensation, and working conditions.

- c. Deliberate and act on behalf of the collective faculty on any other matters that are the concern or responsibility of the joint faculty.
- d. Hold at least three all-campus forums per academic year to which all faculty members are invited, and at which the Senate reports on Senate business.
- e. Call an official meeting of the Joint Faculty Assembly when necessary.

#### **5.4.4.2 Duties of Senators**

- a. Begin serving Senate terms at the last meeting of the spring semester in which elected – a meeting held not earlier than four weeks before the last day of final examinations.
- b. Attend all Senate meetings and attend to the business of the Senate throughout the terms of office.
- c. Meet following completion of elections to the Senate and prior to the end of spring semester for the purposes of electing Senate members to the Executive Committee assigning ex-officio representation to standing committees, and orienting new Senators to Senate business.
- d. Elect from Senate voting membership three Senators to serve one-year terms on the Executive Committee.
- e. Concerning issues before the Senate, and especially prior to any action, communicate and consult with all appropriate College and University constituencies affected by the action, including, but not limited to, those not directly represented in the Senate.

#### **5.4.5 Officers of the Senate**

The officers of the Joint Faculty Senate are the Chair and the Vice-Chair. Election, duties, considerations, and responsibilities of Senate officers are described below.

##### **5.4.5.1 Election of Senate Officers**

- a. Nomination and election of the vice-chair is managed by the Faculty Handbook and Elections Committee, according to provisions in Section 5.4.3.1.d above.

- b. The vice-chair assumes the office of the chair for the academic year following an academic year of service as vice-chair.
- c. The chair and vice-chair shall have opposite campus loci of appointment, on an alternating basis.

#### **5.4.5.2 Duties and Considerations of the Chair**

- a. Call and preside at all regular and special meetings of the Senate.
- b. Chair meetings of the Executive Committee.
- c. Regularly communicate with the provost and, as needed, with the presidents.
- d. Appoint ad hoc committees of the Senate as needed (committee members need not be members of the Senate).
- e. Serve as faculty trustee on the SJU Board of Trustees (if chair's locus of appointment is SJU) or serve as faculty trustee on the CSB Board of Trustees (if the chair's locus of appointment is CSB).
- f. In order to carry out his/her duties, the chair will receive two-sixths release time.

#### **5.4.5.3 Duties and Considerations of the Vice-Chair**

- a. Call and preside at all regular and special meetings of the Senate in the absence of the Chair.
- b. Chair meetings of the Executive Committee in the absence of the Chair.
- c. Oversee the maintenance and distribution of agendas, minutes, and voting records and other public documents of the Senate, and of the standing committees of JFA, including the annual reports of the standing committees.
- d. Serve as faculty trustee on the SJU Board of Trustees (if Vice-Chair's locus of appointment is SJU) or serve as faculty trustee on the CSB Board of Trustees (if the Vice-Chair's locus of appointment is CSB).
- e. In order to carry out his/her duties, the Vice-Chair will receive two-sixths release time.

#### **5.4.6 Executive Committee of the Senate**

The Executive Committee shall consist of three Senators and the Parliamentarian elected by Senate members according to provisions in Section 5.4.4.2.d above, in addition to the Chair and the Vice-Chair. The parliamentarian, appointed in 5.4.6.1.d below, shall serve as an ex officio, non-voting advisor to the Chair, Executive Committee and the Senate.

#### **5.4.6.1 Duties of Executive Committee**

- a. Prepare the agendas and supporting information for deliberation and decision at Senate meetings.
- b. Receive and schedule for Senate deliberation all business and recommendations from standing committees and petitions received from the JFA membership.
- c. In the case of a standing committee vacancy, appoint a new member to serve the remainder of the academic year. Election to complete the remainder of the term will take place at the next regularly scheduled JFA election. At its discretion, the Executive Committee may choose to fill the vacancy by special election rather than by appointment.
- d. Appoint from among the voting membership of the JFA a Parliamentarian for a one-year term; the Parliamentarian may or may not be an elected Senator.
- e. Coordinate the work of the joint faculty committees by:
  1. maintaining a manual of the policies and procedures of the Joint Faculty Assembly and its committees,
  2. resolving jurisdictional issues among committees of the assemblies,
  3. monitoring the effectiveness of the committee structure and recommending adjustments or changes when necessary,
  4. arranging for reports, at least once a year, from each standing committee to the Joint Faculty Assembly,
  5. posting and preserving minutes of the Joint Faculty Assembly,
  6. amending and certifying minutes of the Joint Faculty Assembly, and
  7. when appropriate, appointing or arranging for the election of members of Faculty Standing Committees when vacancies occur outside of the normal elections process;

- f. Formulate, prepare and distribute:
  - 1. an annual calendar of meetings of the Joint Faculty Assembly and Faculty Senate each August for the following academic year; and
  - 2. the agenda for each meeting of the Joint Faculty Assembly and Faculty Senate;
- g. Oversee the grievance process, according to Handbook 4.1.1, when the Faculty Handbook and Election Committee files a grievance;
- h. Coordinate faculty participation in all phases of the development and execution of the institutional strategic planning process;
- i. The Chair and Vice Chair of the Executive Committee appoint faculty members to serve as non-voting members on Board of Trustees committees, as requested;
- j. Appoint members from the faculty at large to the Computing Subcommittee;
- k. Coordinate faculty participation in any review of the academic administration;
- l. Communicate with the appropriate faculty committees as deemed necessary;
- m. And initiate whatever action is necessary to fulfill its duties and responsibilities.

#### **5.4.6.2 Computing Subcommittee**

The Computing Subcommittee makes recommendations to the provost concerning policies, long-range plans, and short-range plans for academic computing and oversees the implementation of these policies and plans.

##### **5.4.6.2.1 tion**

The members of the Computing Subcommittee are:

- a. four faculty members — one from each of the four academic divisions — appointed by the Executive Committee of the Senate to three-year terms. Consultants are:
- b. the Director of Information Technology Services,
- c. the Director of Technology Support Services,

- d. the Academic Technology Project Leader, and
- e. the Director of Libraries and Media Services or an appointed representative.

#### **5.4.6.2.2 responsibilities**

The duties and responsibilities of the Computing Subcommittee are to:

- a. recommend and review guidelines and standards for the purchase and distribution of computer technology for academic computing on the two campuses;
- b. review capital computing requests annually in light of established guidelines and standards;
- c. review academic computing needs on the two campuses periodically, as needed or requested, and provide guidelines to meet those needs;
- d. recommend and review long-range plans for academic computing on the two campuses;
- e. work with the Academic Planning and Budget Committee to assess the budgetary implications of academic computing in short-range and long-range university planning;
- f. recommend and review policies and procedures for use of computing technology on the two campuses;
- g. advise the Faculty Development and Research Committee in developing guidelines and determining funding for academic computing requests for faculty development;
- h. review the staffing needs of Information Technology Services and participate in the selection of any professional staff required;
- i. foster discussion and communication of Information Technology Services issues and concerns as they impact academic issues;
- j. communicate with the appropriate faculty committees as deemed necessary;
- k. initiate whatever action is necessary to fulfill its duties and responsibilities; and
- l. report to the Executive Committee of the Senate as necessary, but no less frequently than once per semester.

## 5.4.7 Senate Meetings and Procedures

### 5.4.7.1 Senate Meetings

- a. **Regular meetings.** The Senate holds regular meetings, at least four times in the fall and four times in the spring, with the first fall meeting held no later than three weeks following the beginning of the fall semester. The notice of each meeting shall include the agenda, together with any supporting documentation, and is distributed to the entire faculty at least five working days before the meeting.
- b. **Special meetings.** Special Senate meetings are held on the call of the Chair of the Senate or on written request of 15% or more of the membership of the Senate. The purpose of such meetings shall be explicitly stated in the notice of the meeting, and the meetings shall be limited to the stated purpose(s). Should an emergency occur that, in the view of the Senate Executive Committee, necessitates immediate attention, the requirements for five-day notice may be waived. The Chair and Vice-Chair must make every reasonable attempt to notify all Senators of the time, place, and date of the emergency meeting. A quorum is still required to conduct official business. The notice of each special meeting shall include the agenda, together with any supporting documentation.
- c. **Quorum.** Three-fourths of the Senate voting membership constitutes a quorum.
- d. **Rules.** *The Standard Code of Parliamentary Procedure (revised and updated)* by Alice Sturgis determines procedure in all cases in which the Faculty Senate does not decide otherwise.
- e. **Transparency.** Unless the Senate is in executive session, all faculty members and members of the monastic communities, staff, and student bodies may attend Faculty Senate meetings. (See also other sections concerning timely public distribution of agendas, minutes, and other reports.)
- f. **Speaking privileges** for persons in attendance who are not Senators are at the discretion of the Senate Chair.

### 5.4.7.2 Senate Agendas, Minutes

- a. The Executive Committee serves as an agenda committee for the deliberations of the Senate and may make recommendations to the Senate. (See also Section 5.4.6.1 above for description of Executive Committee duties and

- responsibilities.)
- b. The agenda for Faculty Senate meetings shall be publicly distributed at least five working days in advance.
  - c. The Vice Chair of the JFS will distribute approved minutes on the JFA distribution list within seven working days following each Senate meeting. The secretary will provide a draft of the minutes to the Chair and the Vice Chair of the JFS within two working days of the meeting. The Chair and the Vice Chair will review the draft minutes and make corrections as needed, forwarding a revised version to the Senate within two working days of receipt of the draft from the secretary. The Senate will review the revised draft within two working days of receipt. All stages of review may be done electronically. Upon approval by the JFS Executive Committee, the Vice Chair of the JFS will distribute approved minutes to the JFA distribution list.
  - d. All non-procedural votes are recorded and posted in the minutes, including how individual senators voted on motions.
  - e. Upon receipt of a petition signed by 10 percent of the voting members of the Joint Faculty Assembly, the Executive Committee of the Senate shall place on the agenda of the full senate the item described in the petition at the next senate meeting.